



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

January 7, 2015

In reply refer to: FOIA #BPA-2014-00791-F

Nicole Knudsen
3536 SE 26th Ave
Portland, OR 97202

Dear Ms. Knudsen:

This is a final response to your request for Bonneville Power Administration (BPA) records under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Your request was officially received in this office on Monday, March 31, 2014, with an acknowledgement letter sent to you on April 4, 2014. BPA extended its target date in letters dated on August 6, 2014, November 4, 2014, August 11, 2015, and September 28, 2015.

You requested:

“A copy of the contract between BPA and G4S Janitorial Services, including any extensions and addenda.”

Response:

The Freedom of Information Act generally requires the release of all government records upon request. However, FOIA permits withholding certain, limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)), Exemption 4 protects "trade secrets and commercial or financial information obtained from a person and privileged and confidential" (5 U.S.C. § 552(b)(4)). Because the G4S contract contains commercial and financial information from G4S, it was sent to G4S for comment, as required by Executive Order 12,600. G4S returned the contract with its requested redactions under Exemption (b)4.

There are a total of 271 pages that are responsive to your request. BPA's response is broken down into two parts.

Part 1 consists of contracts with "All Star Facility Services, LLC," the previous name of G4S Janitorial Services. Of the 216 pages, one page has certain information withheld as "non-responsive;" the information detailed is information outside of janitorial services and the contract. Ten pages (to include the page marked "non-responsive") have certain information withheld under Exemption (b)4, and one page has certain information withheld under Exemption (b)6.

Part 2 of BPA's response has 55 pages of the contract with G4S Janitorial Service. Of those, six pages have certain information withheld under Exemption (b)4.

Exemption (b)4: Exemption (b)4 protects "trade secrets and commercial or financial information obtained from a person and privileged and confidential" (5 U.S.C. § 552(b)(4)). The existence of Exemption (b)4 encourages businesses and other entities to voluntarily furnish useful commercial or financial information, and provides protection from competitive harm to submitters who are required to furnish information to the government.

Information is considered commercial or financial in nature if it relates to business or trade. Here, unit pricing information is "obtained from a person" when it has been provided to the government by an individual or a wide range of entities including corporations and state and foreign governments. Here, G4S Janitorial Services was required to provide this information to BPA under the Bonneville Project Act of 1937, 832a(f).

When BPA exercises its authority to require information submissions, the information can be withheld under Exemption (b) 4 when disclosure of the information would (1) impair the government's ability to obtain necessary information in the future, or (2) cause substantial harm to the competitive position of the submitter. Here, release of their unit pricing would cause G4S Janitorial Services competitive harm. We have determined that G4S Janitorial Services has shown a likelihood of competitive harm. Therefore, we find that the information is confidential, we decline to evaluate whether disclosure would impair the future collection of information, and we withhold this information under Exemption (b)4.

Exemption (b)6: Exemption (b)6 protects information in "personnel and medical files and similar files" when the disclosure of such information "would constitute a clearly unwarranted invasion of personal privacy" (5 U.S.C. § 552(b)(6)). Exemption (b)6 requires balancing the public interest in the information against the individual privacy interest at issue. Here, we assert this exemption to redact individual names. We find no public interest in this information and therefore redact it under Exemption (b)6.

Information that falls under Exemption (b)6 cannot be discretionarily released; the right of privacy belongs to the individual, not to the agency. Therefore, we did not analyze this information under the discretionary release guidelines in Attorney General Holder's March 19, 2009 FOIA Memorandum.

There are no fees associated with this request.

Appeal:

Pursuant to Department of Energy FOIA regulations at 10 C.F.R. § 1004.8, you may administratively appeal this response in writing within 30 calendar days. If you choose to appeal, please include the following:

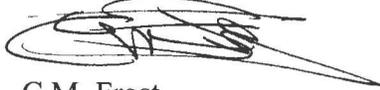
- (1) The nature of your appeal - denial of records, partial denial of records, adequacy of search, or denial of fee waiver;
- (2) Any legal authorities relied upon to support the appeal; and
- (3) A copy of the determination letter.

Clearly mark both your letter and envelope with the words "FOIA Appeal," and direct it to the following address:

Director, Office of Hearings and Appeals
Department of Energy
1000 Independence Avenue SW
Washington DC 20585-1615

I appreciate the opportunity to assist you. If you have any questions about this letter, please contact Kim Winn, FOIA Public Liaison, at 503-230-5273.

Sincerely,

A handwritten signature in black ink, appearing to read "C.M. Frost", written over a horizontal line.

C.M. Frost
Freedom of Information/Privacy Act Officer

MASTER AGREEMENT

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 07/01/08 - 06/30/11

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Scope of Work Attached

ATTACHMENT 3
DRAFT CONTRACT
00038523

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1)(M) (SEP 07)(BPI 7.1.9)

This is a Master Contract with Releases issued on a Fixed Price or Time and Materials basis.

INDEFINITE-QUANTITY CONTRACT: ORDERING (7-5) (SEP 02)(BPI 7.2.5.1.1)

- (a) This is an indefinite-quantity contract. The Contractor shall furnish to BPA, when and if ordered, the supplies or services specified in the Schedule of Items. The quantities of supplies and services specified in the Schedule of Items are estimates only and are not purchased by this contract. Delivery or performance shall be at locations designated in orders.
- (b) Only orders placed by individuals, or by BPA offices, that are specifically designated in writing by the Contracting Officer, are valid orders. If mailed, a delivery order is considered "issued" when BPA deposits the order in the mail. Orders may also be issued orally or by facsimile. Orders may also be issued electronically as an unalterable, electronic read-only formatted document transmitted via the Internet. A binding order will be formed when the Contracting Officer or his/her authorized representative transmits to the Contractor a complete and legible order that includes an order (release) number and the contract number, and receives from the Contractor a written or facsimile or electronic Internet confirmation. An order or confirmation transmitted via facsimile or the Internet will be deemed "writings."
- (c) Except for any limitations on quantities shown below, there is no limit on the number of orders that may be issued.
- (1) Minimum, Individual Order: N/A
 - (2) Maximum, Individual Order: N/A
 - (3) Minimum, Total Orders: N/A BPA will order at least this quantity of supplies or services.
 - (4) Maximum, Total Orders N/A
- (d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and BPA's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor is not obligated to make deliveries after **the expiration date of this contract**.
- (e) All orders are subject to the Terms and Conditions of this contract. In the event of conflict between an order and this contract, the contract shall control.

MASTER AGREEMENT: BASIC TERMS (7-6) (SEP 03)(BPI 7.2.5.2.1)

- (a) Effective Period. This agreement is effective upon receipt and acceptance of this Agreement and continues until canceled by BPA or the Contractor in writing, or the date in Block 5, Page 1 of this master agreement, whichever occurs first.

- (b) BPA's Obligation. This agreement places no obligation on BPA to purchase a minimum amount of supplies or services. BPA is obligated only to the extent of authorized orders actually placed against this agreement.
- (c) Order Placement, Confirmation and Contract Formation. Only orders placed by individuals specifically authorized by the Contracting Officer will be considered valid orders. Orders may also be issued orally or by facsimile. Orders may also be issued electronically as an unalterable, electronic read-only formatted document transmitted via the Internet. A binding order will be formed when the Contracting Officer or his/her authorized representative transmits to the Contractor a complete and legible order that includes an order (release) number and the contract number, and receives from the Contractor a written or facsimile or electronic Internet confirmation. An order or confirmation transmitted via facsimile or the Internet will be deemed "writings." There is no limit on the number of orders that may be issued, unless otherwise limited in the Schedule of Items.
- (d) Order Numbers. An "order number" will be the identifying number for each order placed against this agreement. Both this order number and the Master Agreement Number must be included on all correspondence, packing lists, invoices, etc.
- (e) Delivery Tickets. All deliveries made under this agreement shall be accompanied by a delivery ticket or sales slip which shall contain the following minimum information: (1) Name of Contractor; (2) Master Agreement Number; (3) Date of order; (4) Name of BPA employee placing order; (5) Order number; (6) Itemized list of supplies or services furnished (quantity, unit price, and extended price, less discounts; and (7) Date of delivery or shipment.
- (f) Variation In Quantity. No variation in the quantity of any item ordered will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this agreement or in any specific order.
- (g) Transportation Charges. No allowance will be made for packing, cartage, carting, or transportation charges unless specifically provided elsewhere in this agreement or unless provided at the time a specific order is placed.
- (h) Inspection and Acceptance. Inspection and acceptance will be at the place specified in each order for delivery or performance.
- (i) Taxes and Duties. The price includes all applicable Federal, State, and local taxes and duties in effect on the date an order is placed, but does not include any taxes from which BPA, the Supplier, or any specific order is exempt. Upon request of the Supplier, BPA shall furnish a Tax Exemption Certificate or similar evidence of exemption, if appropriate, with respect to any such tax not included in the price pursuant to this clause.
- (j) Payment.
- (1) Payment Due Date. Payment shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (2) Invoices. Suppliers may invoice monthly or at more frequent intervals as may be agreed to by the CO. Invoices shall include:

- supplier's name and address;
- invoice date;
- master agreement number;
- order number;
- description of products delivered or work performed;
- price and quantity of item(s) actually delivered or rendered identified separately by order number,
- the name and address of the person to whom payment will be made, and
- name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

If the order is for supplies, each invoice shall also contain a reference to each delivery ticket and shall be supported by a copy of the delivery ticket. Failure to submit a proper invoice may result in a delay in payment.

(3) Prompt Payment Act. This agreement is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and the regulations at 5 CFR Part 1315.

(4) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury, Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**TASK ORDER SYSTEM (7-55)
(SEP 98)**

- (a) BPA will assign specific jobs by the Task Order System. Funds for work performed under this contract are committed at the time the Task Order is issued.
- (b) Task Orders will be placed on a "Task Order" form. A sample form is located at the end of Unit 3.
- (c) A ceiling amount or firm-fixed price will be determined by mutual agreement for each order placed.
- (d) All retainage held in accordance with the clause titled "Withholding" will be released upon satisfactory completion of each Task Order.
- (e) The COTR shall review and approve the Contractor's estimated performance schedule, proposed level of effort, and pricing for the Task. The COTR has the authority to approve up to \$5,000 for any Task. Tasks estimated to be above \$5,000, if approved by the COTR, must be forwarded to the Contracting Officer (CO) for review and approval before the Contractor can begin work and be reimbursed for work on that task. The COTR must provide the CO with a copy of those Task Orders which are estimated to be below \$5,000.

**PERFORMANCE PERIOD AND OPTIONS (7-7)
(SEP 98)(BPI 7.2.7.1)**

- (a) This is a THREE year contract with options to extend for THREE additional one year periods.

- (b) BPA may unilaterally extend the term of this contract by written notice to the Contractor. BPA will give the Contractor preliminary notice of its intent to extend at least 30 days before the contract expires.

**SCHEDULE OF PRICES (CONSTRUCTION) (22-51)
(SEP 98)**

The contractor shall provide all supplies/services according to the Statement of Work and the schedule of prices attached to the Statement of Work.

**LABOR STANDARDS – PRICE ADJUSTMENT (10-4)
(OCT 93)(BPI 10.3.4)**

- (a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under paragraph (d) below.
- (b) The minimum monetary wages and fringe benefits required to be paid or furnished to service employees under this contract as set forth in the wage determination, shall be subject to adjustment if (1) the period of performance of this contract exceeds two years, (2) the contract contains option provisions specifying that a differing wage determination shall apply thereto, (3) an amendment to the Fair Labor Standards Act is enacted revising the minimum wage rate, (4) a contract modification significantly changes the nature of the work, or, (5) the Department of Labor otherwise directs.
- (c) The contract price or contract unit priced labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with the new rates, or the decrease is voluntarily made by the Contractor.
- (d) Any such adjustment shall be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, material costs, overhead, or profit. (For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.)
- (e) The Contractor shall notify the Contracting Officer (CO) of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the CO. The Contractor shall promptly notify the CO of any decrease under this clause, but nothing in the clause shall preclude the BPA from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the CO may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.
- (f) The CO or an authorized representative shall have access to and the right to examine any pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**CONTINUITY OF SERVICES (23-1)
(SEP 98)(BPI 23.1.6)**

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**KEY PERSONNEL (23-2)
(SEP 98)(BPI 23.1.6)**

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. (List key personnel below)

- | | |
|---------|-------------------------------|
| (b) (6) | Project Manager |
| (b) (6) | Deputy Project Manager |
| (b) (6) | Electrical Engineer |
| (b) (6) | HVAC Technician |
| (b) (6) | HVAC Technician |

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (MAY 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSSS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**INVOICES AND PAYMENT FOR TASK ORDERS OR TASK ASSIGNMENTS (22-53)
(SEP 98)**

- (a) For Task Orders/Assignments placed on a time and materials basis, BPA shall reimburse the Contractor for work performed hereunder in amounts which total shall not exceed the agreed-upon ceiling amount for each task order issued, unless expenditure of an additional amount is approved in writing by the Contracting Officer. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".
- (b) For Task Orders/Assignments placed on a fixed price basis, BPA shall pay the Contractor for work performed hereunder in accordance with the payment schedule described in the Task Order. Invoices shall be submitted in accordance with the payment provisions specified in the clause titled "Payment".

**BASIS OF PAYMENT – PROGRESS PAYMENTS (22-3)
(SEP 98)(BPI 22.1.3)**

- (a) Progress payments. BPA shall make progress payments as the work proceeds based on the stage or percentage of work accomplished. The Contractor shall furnish a breakdown of the work as a percentage of the total contract price, in such detail as required by the CO.
- (b) Title to all material and work covered by progress payments shall pass to BPA at the time of payment. This shall not be construed as--
 - (1) Relieving the Contractor from the sole responsibility for all work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of BPA to require the fulfillment of all of the terms of the contract.
- (c) Partial Payments. Unless otherwise specified, payment shall be made after acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.
- (d) Final Payment. BPA shall pay the amount due the Contractor under this contract after completion and acceptance of all work and after presentation of a release of all claims against BPA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of any assignee if the Contractor's claim to amounts payable under this contract has been assigned.

**BASIS OF PAYMENT – TIME-AND-MATERIALS CONTRACTS (22-4)
(SEP 98)(BPI 22.1.3)**

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

- (a) Hourly Rate.
 - (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.

- (2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.
- (b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.
- (c) Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.
- (d) Subcontracts. The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.
- (e) Responsibility to obtain best overall price. To the extent able, the Contractor shall--
- (1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and
 - (2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.
- (f) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.
- (g) Audit. At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material,

and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.

- (h) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

PAYMENT (22-12)
(OCT 05)(BPI 22.2.5)

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) Billing Instructions.
 - (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
 - (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.
- (c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

DISCOUNTS FOR PROMPT PAYMENT (22-10)
(SEP 98)(BPI 22.2.5)

In connection with any discount offered for prompt payment, time shall be computed from the date shown on the invoice or if no date is shown then from the date BPA receives the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

**CONTRACT CEILING LIMITATION (22-7)
(SEP 98)(BPI 22.1.3)**

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.
- (d) Contract Ceiling.
 - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.
- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

**PREDETERMINED FINAL INDIRECT COST RATES (22-6)
(JUL 94)(BPI 22.1.3)**

- (a) Notwithstanding the Basis of Payment -- Cost Reimbursement clause of this contract, the allowable indirect costs under this contract shall be obtained by applying predetermined final indirect cost rates to bases agreed upon by the parties, as specified below.
- (b) Not later than 90 days after the expiration of the Contractor's fiscal year, the Contractor shall submit to the cognizant CO and to the cognizant Federal agency, proposed predetermined final indirect cost rates and supporting cost data. The proposed rate shall be based on the Contractor's actual cost experience during that fiscal year. Negotiations of predetermined final indirect cost rates shall begin as soon as practical after receipt of the Contractor's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the BPI Part 13 in effect on the date of this contract.
- (d) Predetermined rate agreements in effect on the date of this contract shall be incorporated into the contract. The CO and Contractor shall negotiate rates for subsequent periods and execute a written indirect cost rate agreement setting forth the results. The indirect cost rate agreement shall not change

any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The agreement is incorporated into this contract upon execution.

- (e) Pending establishment of predetermined final indirect cost rates for any fiscal year (or other period agreed to by the parties), the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year (or other period) or at billing rates acceptable to the CO, subject to appropriate adjustment when the final rates for that period are established.
- (f) If for any fiscal year the parties fail to agree to predetermined final indirect cost rates, the allowable indirect costs shall be obtained by applying final indirect cost rates established in accordance with the Basis of Payment -- Cost Reimbursement clause.
- (g) Allowable indirect costs for the period from the beginning of performance until the end of the Contractor's fiscal year shall be obtained using the predetermined final indirect cost rates and the bases shown in the Schedule.

WITHHOLDING (22-9)
(SEP 98)(BPI 22.1.5.1)

- (a) The CO reserves the right to withhold an amount not to exceed **TEN (10)** percent of the contract price if determined necessary to protect BPA's interests.
- (b) Upon completion and acceptance of each severable item of work for which the price is stated separately in the contract, payment shall be made for the completed work, less liquidated damages (if any), without withholding of a percentage.

TAXES – INDEFINITE DELIVERY CONTRACTS (22-14)
(SEP 98)(BPI 22.5.3.4)

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and BPA agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

FEDERAL, STATE, AND LOCAL TAXES (22-15)
(SEP 98)(BPI 22.5.3.4)

- (a) The contract price shall include all applicable Federal, State, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

**INTEREST ON AMOUNTS DUE BPA (22-13)
(SEP 98)(BPI 22.3.1)**

- (a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to BPA under this contract (net of any applicable tax credit under the Internal Revenue Code (26°U.S.C.°1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract;
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination;
 - (3) The date BPA transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt; and
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification;
- (c) Payment will be due within 30 days of the date of the invoice. The collection actions available under the Debt Collection Act of 1982 (Public Law 97-365), as amended, and the revised Federal Claims Collections Standards (4 CFR 102), will be utilized. Administrative charges and penalties will be charged in accordance with 31 USC 3717, except where prohibited or explicitly provided for by statute or regulation required by statute.

**INDIRECT COST RATES WITH CARRY FORWARD (22-19)
(JUL 94)(BPI 22.1.3)**

Notwithstanding OMB Circular A-87, the indirect cost rate for this contract will be established based on the estimate of a future period's cost and is not subject to revision. However, differences between the estimated costs and actual costs when they become known are carried forward and are considered in the negotiation of rates for subsequent periods. If actual indirect costs are more than estimated, the amount of the increase is added to the estimate for the next period to determine the fixed rate for the next period. Conversely, if actual indirect costs are less than estimated, the difference between the fixed rate and the actual cost is subtracted from the estimate of the next period to determine the fixed rate for the next period.

**LIMITATION ON TRAVEL COSTS (22-50)
(MAY 05)**

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at

http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=15943&oooid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

The Federal Travel Regulations are available at

http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=14161&contentType=GSA_OVERVIEW

**WASHINGTON STATE SALES AND USE TAXES (22-17)
(SEP 98)(BPI 22.5.3.4)**

- (a) The Supreme Court has ruled that the Washington State Sales and Use Taxes apply to Federal contracts. Therefore, it is the responsibility of the offerors to take Washington State Tax Statutes into account when preparing their offers.
- (b) Offerors should not take into account or include a factor for the State of Washington Sales or Use Tax which may be levied on Government-furnished materials or equipment in connection with performance of this contract. Any assessment by the State of Washington against the contractor shall be reported immediately to the CO. The contractor shall be reimbursed by BPA for payment of any tax authorized to be paid by the CO by an appropriate contract modification. The reimbursement shall be limited to the actual tax amount assessed by the State of Washington. The contractor hereby authorizes BPA to enter into such negotiations and arrangements with the State of Washington as it may deem appropriate in resolving the amount of applicable tax(es).

GENERAL CONTRACT ADMINISTRATION

**APPLICABLE REGULATIONS (1-1)
(MAY 07)(BPI 1.3.1)**

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – GK, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

**SUBCONTRACTS (14-7.1) ALTERNATE I
(SEP 98)(BPI 14.9.1)**

- (a) The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.
- (b) (1) If the subcontract is for the management or handling of hazardous or toxic wastes, before work may begin, BPA must receive:
 - (A) a copy of EPA Notification of Hazardous Waste Activity (EPA form 8700-12) or equivalent) and
 - (B) acknowledgment of the notification filing (EPA form 8700-12A or equivalent).
- (2) If the subcontract involves management of PCBs, before work may begin, BPA must receive:
 - (A) a copy of EPA Notification of PCB Activity (EPA form 7710-53 or equivalent), and
 - (B) acknowledgment of the filing (a letter from EPA). The acknowledgment from EPA will include the EPA identification number assigned.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(SEP 98)(BPI 14.3.2)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**STOP WORK ORDER (14-14)
(SEP 98)(BPI 14.12.1)**

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CHANGES - FIXED-PRICE (14-8)
(SEP 98)(BPI 14.10.5.1.1)

- (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 to any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Constructive Changes. If the Contractor considers that a BPA action or inaction constitutes a change to the contract (constructive change), and the change is not identified as such in writing and signed by the CO, the Contractor shall promptly notify the CO in writing. No equitable adjustment will be made for costs incurred more than 20 days before the Contractor gives written notice of the constructive change.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

CHANGES - TIME-AND-MATERIALS (14-10)
(SEP 98)(BPI 14.10.5.1.1)

- (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 to any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.

- (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (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, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
 - (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
 - (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Contract Ceiling Limitation clause of this contract.
 - (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

**MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (14-13)
(SEP 98)(BPI 14.10.5.1.1)**

- (a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.
- (b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.
- (c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

PRICING OF ADJUSTMENTS (14-12)
(SEP 98)(BPI 14.10.5.1.1)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other modification in connection with this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 13 of the Bonneville Purchasing Instructions which are in effect on the date of this contract.

PRICE REDUCTION FOR INACCURATE COST OR PRICING INFORMATION (12-2)
(SEP 98)(BPI 12.5.4.1)

BPA retains the right to reduce the contract price, including profit or fee, if the cost or pricing information submitted by the contractor was not complete, accurate, and current at the time of final price agreement. This right applies to the contract as awarded, to any subsequent modifications, and to any data submitted by subcontractors.

EXAMINATION OF RECORDS (12-3)
(SEP 98)(BPI 12.8.8.1)

- (a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents, and other information regardless of form (e.g., machine readable data) or type (e.g. data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.
- (b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.
- (c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
(MAY 07)(BPI 23.4.1)

- (a) The following definitions shall apply to this contract:
 - (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified data" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified data may include, but are not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data within the meaning of 18 U.S.C. 1905 and the Freedom of Information Act

(5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer-term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations that may show the individual is not reliable or trustworthy.
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts.
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse.
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an

applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.

- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2) (SEP 98)(BPI 3.4.6)

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-3) (SEP 98)(BPI 3.5.6)

- (a) As used in this clause:

"Covered Federal action" means

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, includes a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

- (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.
- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(OCT 05)(BPI 3.7.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) Harassment-free workplace;
 - (2) Non-smoking workplace;
 - (3) Firearms and other weapons (BPAM 1073);

- (4) Safety and health clauses in this contract;
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (6) Standards of conduct regarding transmission information (BPI 3.2);
 - (7) Dissemination of Critical and Sensitive Information, Including Information Pertaining to Critical Infrastructure (BPAM 1081); and
 - (8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

SOCIO-ECONOMIC ISSUES

**UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (8-3)
(SEP 98)(BPI 8.3.4)**

- (a) It is the policy of the United States that small business concerns, and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business concern" and "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

**LIQUIDATED DAMAGES – SMALL BUSINESS SUBCONTRACTING PLAN (8-5)
(SEP 98)(BPI 8.3.4)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the subcontracting plan approved under this contract, or willful or intentional action to frustrate the plan.
- (b) If the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides that the Contractor failed to make a good faith effort to comply with its subcontracting plan, the Contractor shall pay BPA liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the contractor failed to achieve each subcontract goal, or in the case of a commercial products plan, that portion of the dollar amount allocable to the BPA contract by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If the Contracting Officer finds that the contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to approved commercial products plans, i.e., company-wide or division-wide subcontracting plans, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**BUY AMERICAN ACT - SUPPLIES (9-3)
(SEP 98)(BPI 9.1.6)**

- (a) The Buy American Act (41 U.S. Code 10a-d) provides that the Government give preference to domestic source end products.

"Components" means those articles, materials, and supplies, which are incorporated directly into the end products.

"End products" means those articles, materials, and supplies to be acquired for public use under this contract.

"Domestic end product" means (1) an unmanufactured end product mined or produced in the United States or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

- (b) The Contractor shall deliver only domestic end products, except those

- (1) That BPA determines are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
- (2) For which BPA determines that domestic preference would be inconsistent with the public interest;
or
- (3) For which BPA determines the cost to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, as amended, and Part 9 of the BPI.)

**SERVICE CONTRACT ACT OF 1965 (10-3)
(SEP 98)(BPI 10.3.4)**

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, [41 U.S.C. 351, et seq.].

"Contractor," as used in this clause or in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service employees regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

- (c) Compensation.

- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

- (2) Conforming additional classifications.

- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract [i.e., the work to be performed is not performed by any classification listed in the wage determination] so as to provide a reasonable relationship [i.e., appropriate level of skill comparison] between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).

- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the

completed SF 1444 [which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves, together with the agency recommendation], and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action, or render a final determination in the event of disagreement, within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be posted as a part of the wage determination or a written copy shall be furnished to each affected employee.

(iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe

benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

- (3) Adjustment of compensation. If the term of this contract is more than two years, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after two years under wage determinations to be issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in

a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(A) For each employee subject to the Act --

(i) Name, address and social security number;

(ii) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(iii) Daily and weekly hours worked by each employee; and

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(B) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(C) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (m) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to suspend of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due

under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (k) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (l) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, together with a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.
- (m) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (n) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (o) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (n) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the DOL (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(p) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(q) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**WAGE DETERMINATION (10-5)
(OCT 93)(BPI 10.3.4)**

The hourly rates and fringe benefits to be paid service employees under this contract shall not be less than those listed in the attached Service Contract Act wage determination.

ENVIRONMENT AND SAFETY

**SAFETY AND HEALTH – NON-ELECTRICAL CONTRACTOR(S) (15-2)
(OCT 05)(BPI 15.2.1)**

(a) General

(1) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Contractor shall comply with:

(A) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.).

(B) Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States.

(C) All Federal and state safety and health rules and regulations applicable to the contract work, as supplemented by BPA safety and health requirements stated below or elsewhere in the contract.

(2) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(3) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) may notify the Contractor of any

noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. When all work on a contract has been suspended for a Safety and Health violation, accident, or incident by the Contracting Officer (CO), the contractor shall meet with representatives of BPA's Contracting Office, and the BPA Safety Office to present a written statement outlining specific changes in work procedures that the contractor will make in order for work to safely resume. BPA must be satisfied that the contractor is capable of completing the contract in a safe manner before allowing work to resume. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

- (4) The Contractor shall maintain an accurate record of, and shall immediately report to the COTR in the manner prescribed by the latter, all cases of death, occupational diseases, and injury arising from, or incident to, performance of work under this contract. The record and report shall include a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, or the status thereof. The contractor shall complete and file with the COTR, BPA form 6410.15e (Contractor's Report of Personal Injury, Illness, or Property Damage Accident) within five (5) working days of such an occurrence.
 - (5) In case of an injury, the Contractor shall have 30 days to make full restitution or settlement. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
 - (A) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
 - (B) Charge to the Contractor's account an equitable amount, not to exceed \$2,500, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.
 - (6) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to the contract possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)
 - (7) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.
 - (8) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.
 - (9) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (b) Personal Protective Equipment. The Contractor shall furnish non-conductive hard hats and all other required safety and personal protective equipment, except that which has been specified to be furnished

by BPA. All persons on all construction projects shall wear non- conductive hard hats meeting the requirements of OSHA/ANSI. Contract employees shall not wear yellow non- conductive hard hats. (A yellow hat signifies a qualified BPA electrical worker.) Only a BPA approved safety watcher may wear orange non-conductive hard hats.

(c) Energized Facilities

- (1) Whenever a worker enters energized substation yards or communication equipment sites, or whenever work is otherwise in proximity to BPA's normally-energized transmission facilities, the Contractor shall provide for the safety of the workers and shall at all times take necessary precautions to protect BPA's facilities from accidental contact that could cause an outage, or damage the facility. At no time will any contractor employee or equipment come closer to energized lines or equipment than the Minimum Approach Distances (MAD) in Table 2.
- (2) The Contractor shall, as directed by the COTR or BPA's Qualified Electrical Employee, erect, maintain, and remove such safety fences as are required to prevent accidental contact between BPA's normally energized facilities and the Contractor's equipment or workers. BPA will normally furnish the safety fences required in its energized substation yards or communication equipment sites. The safety fences shall not be removed without consent of the COTR or BPA's Qualified Electrical Employee. Safety fences furnished by BPA remain the property of BPA. If 'Safety Fence' is not specified separately in the Schedule of Prices as a specially priced item, its cost shall be considered included in the contract price(s) for the other item(s) listed in the Schedule. If separately priced, the estimated units (linear meters) of safety fence and the price for same are set forth in the Schedule of Prices. The "Variation in Quantity" clause, whether or not included herein, is inapplicable to this safety fence requirement. The Contractor will be compensated at the same unit price for the actual lineal meters of safety fence installed.
- (3) Contractor employees shall not cross red and white or yellow and black ropes. These are used by BPA to designate electrical hazards.
- (4) Contractors using station service to power portable electric tools in energized yards must use grounding boxes (BPA "eartha-kits") to minimize step and touch hazards. Station service may not be used for temporary power off the ground mat. As an alternative, contractors may use generators for portable power.
- (5) Conductive Devices
 - (A) Portable metal ladders are not permitted in energized substations.
 - (B) Conductive objects such as metal tapes, surveyor chains, fish tapes, and center line may be used in energized yards only when specifically approved by the BPA Safety Watcher and restrained by adequate methods, to prevent electrical contact in the event of slippage or breakage at any point.
- (6) All contractor employees entering BPA substations must obtain Contractor Electrical Worker or Contractor Non-Electrical Worker permits (as applicable), or be escorted by a qualified BPA employee at all times.

(d) Flammable Liquids

- (1) Flammable liquids within 21.5 meters (70 feet) of conductors energized at voltages of 345kv and higher shall not be transferred from one metal container to another unless the two have been electrically bonded together to eliminate arcing. Plastic or any other non-conducting portable

containers shall not be used, except those with a capacity of one gallon or less that are UL or FM approved.

(2) Fuel storage shall not take place under or adjacent to energized lines or equipment.

(e) HAZCOM

(1) The Contractor shall supply employees with effective information and training regarding any hazardous chemicals used at the work site.

(2) The contractor shall maintain any required Material Safety Data Sheets (MSDS) at the work location and available to employees.

TABLE 2

Minimum Approach Distances (MAD) For Non-Electrical Workers and Equipment	
Nominal Voltage Phase to Phase	<u>MAD (in feet)</u>
600v - 69 kV	10 ft.
69 kV – 345 kV	15 ft.
500 kV*	19 ft.
400 kV DC + 500 kV DC +*	19 ft.
Fiber Optics (OPGW)	10 ft.
Insulated Overhead Ground Wires	10 ft.

* Note-Lines nominally designated as 500 kV lines may be operated up to 550 kV operating voltage.

(f) Site Specific Safety Plan.

- (1) The Contractor shall prepare, implement, and enforce a site specific safety plan for each contract or release.
- (2) Prior to the start of any on-site work for each contract or release, the Contractor shall:
 - (A) Provide a site specific safety plan to identify and mitigate any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards shall be identified. Unusual or unique hazards or conditions specific to the contract or release, known by BPA, will be identified in the technical specification.
 - (B) Submit to BPA a copy of the site specific safety plan at least 10 days prior to start of on-site work. If the BPA Safety Office determines the site specific safety plan to be insufficient, they may stop the Contractor's right to start with any or all on site work.
- (3) The contractor shall ensure that their subcontractors, suppliers, and support personnel follow all safety and health provisions and that all employees working on the project are knowledgeable of the provisions of the plan.

(4) The contractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. Provide copies of any other safety meeting notes to the COTR. The notes will at a minimum show the date, time, topics discussed, and attendees of each meeting.

(g) Helicopter.

(1) Helicopter(s) can only be used for the following: pulling sockline, moving personnel from and to a safe ground location near the work site, moving equipment and material to the work site.

(2) When aircraft are to be used for performance of work under this contract, they must be certified under the applicable Federal Aviation Regulation (FAR) for the type of work being performed, and comply with all applicable regulations. No aircraft will be operated as a public aircraft at anytime while working on a BPA contract. All aircraft operators and pilots must be approved by BPA's Aircraft Services prior to performance of any work on BPA's power system or property.

(3) All helicopter pilots must meet the following minimum qualifications: 1) Possess a current FAA Rotocraft-Helicopter Pilot's Certificate with Commercial Privileges; 2) Possess a current FAA Class II Medical Certificate; 3) Have a minimum of 3,000 hours pilot time in helicopters with 500 hours in the make, model and series being flown on this project; 4) Have 500 hours mountain flying experience and a minimum of 100 hours pilot time in support of electrical utility activities or demonstrate proficiency to a BPA check airman for the type of mission being contracted; and 5) Must have attended a formal pilot training program, i.e., factory school, Flight Safety, etc., for the model of helicopter being contracted. If external load work is required, recent experience and FAR Part 133 qualification is required.

(4) Prior to operation of any aircraft, the Contractor must submit, to the Contracting Officer, the operator and pilot's minimum qualifications on "Aircraft Operator Questionnaire" and "Contractor Pilot History" forms. (Forms will be provided by BPA.)

(5) During the performance of helicopter work, the contractor shall submit a "Federal Aviation Interactive Reporting Systems (FAIRS) Aircraft Usage Report quarterly. (Form to be provided by BPA.)

(6) A flight plan must be filed with BPA's Dittmer Control Center each day prior to operating a helicopter at or adjacent to any BPA overhead line or substation.

(h) Ground Mat.

(1) Employees shall not "come between" cut sections of substation ground grids. Separated sections of the mat shall only be connected after first being jumpered using hot methods by qualified electrical workers under the supervision of the COTR.

(2) Do not perform work on ground mat conductors with lightning in the area.

(3) For employee protection, the local substation operator shall be notified whenever any work is being performed on the ground grid.

(i) Grounding Equipment. Manlifts, cranes, booms, and any other overhead lift equipment working in proximity to energized lines or equipment shall be grounded with 2/0 AWG copper ground cables. Multiple (parallel) ground leads may be required at some locations on the BPA power system when the anticipated fault current exceeds the capacity of a single 2/0 copper ground. These locations (if applicable) will be provided by BPA in the contract technical specifications.

(j) Trenching and Excavation.

- (1) Before any trenching or excavation work commences, the contractor must submit to BPA for review, an excavation site safety plan for the specific excavation work proposed.
- (2) This plan must conform to all applicable state and federal trenching, shoring and excavation safety standards.
- (3) The contractor shall be responsible for obtaining all necessary locates before any work commences.

(k) Welding in Substations.

- (1) Welding ground lead must be placed on the equipment being welded to assure a solid return path to the welding machine. Do not use ground mat risers for welding ground return paths to avoid causing stray currents entering the ground mat.
- (2) Welders and helpers shall not “come between” welding current paths to avoid becoming part of the welding circuit.

(l) Safety Watchers.

- (1) The Contractor shall take adequate safety measures to protect its employees and others from induced voltages as well as direct contact. The Contractor shall provide qualified safety watchers for the protection of workers and BPA facilities for the phases of the work where required by these specifications, law or regulation, or where it considers them to be necessary. A safety watcher’s main responsibility is to limit the movement of personnel or equipment to prevent contact with energized overhead or underground electrical facilities. Safety watchers shall take a suitable location and give undivided attention to ensure that no action on the part of the workers being watched can result in violation of the minimum approach distances set forth below in Table 2. There must be a definite understanding between the safety watcher and the persons being watched as to when the watching begins and ends. Safety watchers, who must leave their assigned jobs, shall first make sure that all workers are in the clear and remain in the clear until the safety watcher returns or is replaced. Safety watchers have the authority to halt the work operation whenever any unsafe act or condition is imminent. The safety watcher shall wear a red or orange vest or hard hat (as designated by the COTR) at all times.

(A) Safety watchers are required under any of the following conditions:

- (i) Whenever inadvertent movement by a worker could result in violating the Minimum Approach Distance as specified in Table 2.
 - (ii) When operating or moving motor-driven equipment in the vicinity of high-voltage circuits and the possibility of violating the MAD in Table 2 exists.
 - (iii) Whenever the contractor otherwise determines a safety watcher is necessary.
- (2) All safety watchers shall be qualified electrical workers, having satisfactory experience with energized high-voltage facilities of the type located in proximity to the employees they are assigned to watch. Additionally, safety watchers must pass a test administered by BPA and participate in an interview prior to performing any safety watcher duties.
 - (3) A list of currently qualified Contractor Substation Safety Watchers may be obtained from the B.P.A. Contracting Officer (C.O.).

- (4) If "Safety Watcher" is not specified separately in the Schedule of Prices, the costs therefore shall be considered included in the contract price specified for the contract item(s) listed. If separately priced as a separate unit-priced item, the estimated hours of safety watcher and the price for same are set forth in the schedule of prices. The "Variation in Estimated Quantity " clause, whether or not included herein, is inapplicable to this safety watcher requirement. The Contractor will be compensated at the specified rate for the actual hours of safety watcher hours performed.

(m) Fall Protection

- (1) Contractors performing work on structures over four feet above a lower level shall use approved fall protection.
- (2) Contractors working in aerial manlifts shall use approved fall protection.
- (3) Contractors performing work at a height of ten feet (10') or greater shall have an approved, written, site specific fall protection work plan in place prior to the commencement of work.
- (4) The contractor shall insure that portable ladders are inspected and contain no defects, be adequately secured, extend at least three feet above any upper landing surface, and shall not be loaded past their manufacturer's rated load capacity.

(n) Confined Spaces

- (1) The contractor shall identify any needed or required employee entry into a confined space as defined by federal OSHA standard 1910.146 (b) and/or any applicable state standard or regulation.
- (2) The contractor shall identify any permit required confined space and implement a confined space entry program as required by OSHA 1910.146 and/or any applicable state standard or regulation.
- (3) The contractor shall monitor for hazardous atmosphere before and during any employee entry into an identified or suspected confined space.

(o) Lockout/Tagout (LOTO)

- (1) The contractor shall insure that no employees are exposed to injury from the unexpected startup or release of stored energy systems.
- (2) Contractors performing work on machinery or equipment where such hazards may exist shall have a documented LOTO training and work program in place before performing such work. This program shall conform to all the requirements of federal OSHA 1910.147 and any other applicable federal or state standards and regulations.
- (3) The contractor shall supply all required locks, tags, and devices required for locking out and tagging the machinery or equipment to be worked on.

**HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (15-6)
(SEP 98)(BPI 15.3.1)**

- (a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313C, for all hazardous material 5 days before delivery of the material whether or not it is listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

- (b) "Hazardous material," as used in this clause, is as defined in Federal Standard No. 313C, in effect on the date of this contract.
- (c) Neither the requirements of this clause nor any act or failure to act by BPA shall relieve the Contractor of any responsibility or liability for the safety of BPA, Contractor, or subcontractor personnel or property.
- (d) The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and with regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (e) The Contractor shall insert this clause, including this Paragraph (e), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase orders) under this contract involving hazardous material.

BONDS AND INSURANCE

INSURANCE (16-2) (SEP 03)(BPI 16.3.3)

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) **General liability.** The contractor shall provide general liability insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as insureds with respect to the contractor's performance of services. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
 - (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) **Aircraft liability.** The contractor shall provide aircraft liability insurance. Limits shall be at least \$5,000,000 per occurrence, other than for passenger liability. Limits for passenger liability shall be at least \$200,000 multiplied by the number of seats. The insurance policy shall include coverage for owned, non-owned and hired aircraft and name BPA, its officials, officers, employees and agents as insureds. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
 - (5) **Watercraft liability.** The contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000 per occurrence. The insurance policy shall include coverage for owned, non-owned and hired watercraft and name BPA, its officials, officers, employees and agents as insured. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.

(6) **Environmental impairment liability.** The contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage for the clean up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name BPA, its officials, officers, employees and agents as insured. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.

(7) **Professional liability.** The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

(8) **Medical malpractice liability insurance.** The contractor shall maintain medical malpractice liability insurance of at least \$500,000 per occurrence.

(b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(c) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the CO at least 30 days before the effective date. In addition, the contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the contractor's insurance does not cover the subcontractors involved in the work, the contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

INSPECTION AND WARRANTY

INSPECTION - SERVICES AND CONSTRUCTION (18-4) (SEP 98)(BPI 18.3.1)

(a) BPA may inspect the work called for by the contract at any time and place. BPA will perform inspections in a manner that will not unduly delay the work.

(b) If any of the services do not conform with contract requirements (including services performed on a cost-reimbursement or time-and-materials basis), BPA may require the Contractor to perform the services again in conformity with the contract at no cost to BPA. When the defects in services cannot be corrected by re-performance, BPA may deduct from the contract payments an amount which reflects the reduced value of the services performed.

(c) Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

WARRANTY - SERVICES (18-11) (SEP 98)(BPI 18.5.1)

(a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by BPA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.

- (b) Corrections shall be at no cost to BPA, and any services or materials corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed.

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2) (MAY 07)(BPI 20.4.1)

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

TERMINATION FOR DEFAULT (20-3.1) ALTERNATE I (OCT 93)(BPI 20.5.1)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.
- (c) BPA may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to BPA for any excess costs for those supplies or services, including administrative costs.

DISPUTES

APPLICABLE LAW (21-5) (SEP 98)(BPI 21.3.12)

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of

contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

**DISPUTES RESOLUTION PROCESS (21-3)
(OCT 05)(BPI 21.3.12)**

- (a) All disputes arising under or relating to this contract shall be resolved under this clause.
- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment or equitable adjustment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the requirements of this clause, if it is not disputed either as to liability or amount or is not acted upon in a reasonable time.
- (c) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision before final payment. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of receipt of the request. For Contractor claims in excess of \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date when the decision will be made. At any time prior to issuance of the Contracting Officer's final decision, either party may request mediation or other alternate disputes resolution process (see paragraph (g)) by a third party in order to assist in settling the claim. Should the contractor request the use of an alternate disputes resolution process, the time frames for issuing a CO decision and payment of interest shall be suspended.
- (e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless:
 - (1) Within 90 days from the date of receipt of such decision the Contractor or Contracting Officer initiates disputes resolution processes described in Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736) with the Seattle Office of the American Arbitration Association at the address,

American Arbitration Association
701 Pike Street, Suite 950
Seattle, WA 98101-4111

whose telephone number is (206) 622-6435 and facsimile number is(206) 343-5679; or

- (2) Within 90 days from the date of receipt of such decision the Contractor appeals the decision to the US Department of Energy, Board of Contract Appeals at either its postal or courier address:

US Postal Service (USPS) mailing address: US Department of Energy
Board of Contract Appeals
HG-50, Building 950
L'Enfant Plaza Building
1000 Independence Avenue SW
Washington, DC 20585-0116

Courier and other than USPS address: US Department of Energy
Board of Contract Appeals
Suite 810
950 L'Enfant Plaza SW
Washington, DC 20024

whose telephone number is (202) 287-1900 and facsimile (202) 287-1700, in the manner specified in the decision; or

- (3) Within 12 months from the date of receipt of such decision the Contractor brings an action thereon in the United States Court of Federal Claims.
- (f) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- (g) Alternative disputes resolution process.
 - (1) The parties are encouraged to attempt an alternative dispute resolution as described by Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736), including, at the request of any party, mediation or binding arbitration, prior to commencing litigation in any court, board or tribunal. Mediation shall be accomplished as agreed between the parties. Arbitration, if any, shall be done through the Seattle, Washington Office of the American Arbitration Association, and shall be done according to the Commercial Arbitration Rules of the American Arbitration Association, using one arbitrator unless otherwise agreed to by the parties. If the contractor rejects BPA's request to use an alternate dispute resolution process, the reason for its rejection shall be furnished to the Contracting Officer.
 - (2) The parties stipulate that any tribunal to which any controversy or claim is brought should stay its proceedings, except in aid of arbitration, pending completion of arbitration and the issuance of the Arbitrator's award.
 - (3) Service of summons in any court action to enforce or challenge an award must be effectuated according to Rule 4 of the Federal Rules of Civil Procedure for the United States District Courts or under the comparable rule of another court or tribunal with subject matter jurisdiction.
 - (4) Except as specified below in this paragraph, there shall be no discovery in connection with any dispute resolution process. However, in the event that any party to such dispute resolution process shall receive information pertaining to the dispute through anyone's use of the Freedom of Information Act with the Department of Energy or Bonneville Power Administration, then, at the option of Bonneville Power Administration, other discovery shall be permitted and, if thus permitted at all, shall be opened fully to all parties. To the extent that such discovery cannot be effectuated by consent and agreement, it shall be under the supervision of the individual assisting with the dispute resolution.
- (h) BPA shall pay interest on the amount found due and unpaid from: (1) the date the Contracting Officer receives the claim, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, and applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

UNIT 3 — STATEMENT OF WORK

***CONSOLIDATED FACILITY MANAGEMENT
CONTRACT STATEMENT OF WORK***

BONNEVILLE POWER ADMINISTRATION

***HEADQUARTERS BUILDING
PORTLAND OREGON***

***December 2007
(Revised 04-29-2008)***

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Appendix A – BPA Form 1400.04e

Appendix B – Equipment List

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SECTION I INTRODUCTION

A.1. GOAL OF THIS CONTRACT

To obtain the services of a comprehensive and qualified Consolidated Facility Manager (CFM) for the management, operation, maintenance, alterations, cleaning, and engineering of the properties listed herein, and other miscellaneous services as described in Part B, Technical Specifications. The CFM contract will provide a partnership opportunity for BPA and the contractor. Bonneville and the CFM Contractor will meet weekly and will use a joint problem-solving approach to address facilities issues.

The intent of this contract is to achieve the following performance objectives:

- a. Safety and Environmental Compliance. Contractor minimizes lost-time injury accidents or fatalities and uses best practices to protect the environment in the course of its work
- b. Operational Reliability. Contractor operates in such a way as to avoid or minimize risk of interruption to critical scheduling functions or tenant work day. Contractor performs and responds in a timely manner to maintain normal operating conditions.
- c. Tenant Satisfaction. Contractor performs work to ensure that tenants are satisfied with the condition of the facilities and are not adversely impacted by the work.
- d. Cost Optimization. Contractor performs work in a manner that best preserves the long-term functionality of the assets, minimizes use of energy and water, and maintains best value for price of services.

BPA will evaluate the contractor's performance based on these objectives as well as the requirements and deliverables of the Statement of Work.

A.2. BACKGROUND

The Bonneville Power Administration (BPA), a Federal entity, markets and transmits electrical power to public and investor owned utilities and direct service industries in a service area encompassing those portions of Washington, Oregon, Idaho, Montana, Wyoming, Utah, Nevada, and California that are included in the Columbia River drainage basin.

Bonneville has a workforce of approximately 2,900 employees of which about 1/2 work in the Headquarters Building in Portland, Oregon. To fulfill its mission, BPA employs a full range of occupational classifications including engineers, economists, attorneys, communication and information technology specialists, transmission system crews, management analysts, buildings management specialists and clerical support staff.

The General Services Administration (GSA) owns the Headquarters Building and leases it to BPA. The GSA has delegated full responsibility for the operation and management of this property to BPA and evaluates the BPA's performance concerning this delegated responsibility. The BPA has chosen to contract for this delegated responsibility and shall monitor Contractor performance.

The BPA Headquarters Building was completed in 1987 and is highly valued for its design and appearance. The building was constructed with many energy efficient features, including a computer based building automation system (BAS) and a heat reclaim system wherein energy extracted from the data operations' areas is diverted during the winter to the building's heating system. The building houses the agency's accounting, budgeting, payroll, asset management and other enterprise business functions, as well as a mission critical power generation scheduling center.

The reliable and continuous operations of the mechanical, electrical, monitoring, control, fire, and security systems supporting these functions must be guaranteed, requiring a level of maintenance and attention to detail beyond that normally provided typical office environments. Capital and expense budgets associated with the aforementioned support systems upgrades, operations, and maintenance average approximately \$3M annually.

To maintain facility cost control, functionality, and reliability, the Contractor is expected to provide a full-time, on-site staff possessing expertise and experience in design, construction, operation, maintenance, and testing of complex and mission critical support systems similar to those described above, in addition to standard office building systems.

A.3. WORKING HOURS

Normal working hours are from 6:00 a.m. to 6:00 p.m. 5 days Monday through Friday, except for the Duty Scheduling Center and the Computer Center, which are manned 24 hours per day, seven days a week, 365 days per year. There are reduced workload requirements associated with any Federally-recognized holidays.

A.4. LOCATION OF PROJECT

Most tasks will be performed at the BPA Headquarters complex, 905 NE. 11th, Portland, Oregon. Various technical, engineering and consulting tasks may be performed at other BPA facilities in the region.

A.5. GOVERNMENT- FURNISHED PROPERTY OR SERVICES

a. Facilities

- (1) Offices from which the Contractor shall conduct the official business of this contract. The Government may furnish office furniture for certain Government directed activities. The office shall not be used for other business or purposes without written authorization from the Contracting Officer (CO).
- (2) Shop space for the Contractor's employees including locker, toilet, and shower facilities.
- (3) Space to store an inventory of supplies and equipment required to perform the contract work. The Contractor shall maintain this space in a neat and orderly condition. The space shall not be used for any other purpose without written authorization from the CO.

- b. Two (2) parking spaces for the Contractor's administrative use at the Headquarters Building and space for no more than two (2) light freight service vehicles.
- c. Electricity, compressed air, water, and sewer utilities.
- d. Electronic office equipment (including desktop PC's and printers) and two (2) laptop computers for BAS off-site control, to include BPA network connectivity capability, to be used only for government-directed activity.
- e. Telephone lines for in-house calls. Telephone lines and instruments for conference call scheduling and other Government directed activities.
- f. Two Computer Aided Design (CAD) workstations. (Micro Station CAD including hardware & software.)
- g. High pressure washer.
- h. Upholstery cleaning machine.
- i. Computerized Maintenance Management System (CMMS), to generate and track work orders, preventive maintenance, quality assurance, equipment history and management updates.
- j. Use of other Government vehicles for official business (i.e., LPG-fueled forklift) as needed for loading and off-loading trucks and material.
- k. Hazmat technical assistance, training and testing.
- l. A suitable Hazmat storage room, transportation containers, and labels.

A.6. CONTRACTOR FURNISHED PROPERTY OR SERVICES

- a. Except for those items or services specifically stated to be Government-furnished (See A.5.), the Contractor shall furnish all labor, parts, supplies, materials, equipment, office and shop furniture, vehicles, and services necessary to accomplish the assigned tasks.
- b. Long distance telephone service and network connection for other than BPA business.
- c. At the expiration or termination of the contract, all equipment furnished by the contractor and attached to the building systems equipment or structure shall remain and become the property of the Government.
- d. The Contractor will provide the CO copies of contracts or subcontracts employed to provide services associated with this contract as requested.

A.7. DEFINITIONS

Terms are defined in Section II.

B.1. INITIAL DEFICIENCY REPORT

Within 30 days of the notice to proceed, the Contractor's project manager or his designee and the COTR or his designee shall together make a complete and systematic initial inspection of all mechanical, electrical, and utility systems and equipment, security and fire alarm systems, roof(s), windows, doors, and other structural features for the purpose of developing an existing deficiency report. Such systems, equipment, and features are hereinafter called "items." The report shall be prepared as the inspection is conducted, in duplicate, and shall be signed when completed by the aforesaid representatives of both parties, and each party shall retain one completely executed copy.

The Contractor shall prepare and submit to the CO, a copy of said report with an attached listing of the repairs needed to correct each deficiency and the Contractor's price (including, but not limited to, labor, materials, overhead, and profit), for correcting each deficiency. These prices shall remain firm for a period of 60 days after submission.

The CO shall review the report and shall issue a final decision determining a course of action for the correction of deficiencies.

The Government may elect to have all or any part of this work performed by Contractor (at the price or prices quoted therefore), by Government employees, or by other contractors.

B.2. QUALITY CONTROL

The Contractor shall maintain the facility in accordance with the BPA-approved Quality Control plan. Specific requirements are listed in Sections III-VIII. The Contractor shall submit the proposed plan to the COTR within 60 days of the notice to proceed, and shall provide an updated plan at least annually.

B.3. REFERENCES

- a. All Contract performance shall be in strict accordance with all applicable codes and standards including, but not limited to:

National Fire Protection Association	NFPA
National Electric Code	NEC
Occupational Safety and Health Act	OSHA
Uniform Plumbing Code	UPC
Uniform Mechanical Code	UMC
American National Standards Institute	ANSI
American Society of Mechanical Engineers	ASME
Building Owners and Managers Association	BOMA
Life Safety Code	NFPA 101
American Disabilities Act	ADA
GSA Guide - Building Maintenance Management	PBS-P5850

- b. Available building construction and design documents.

- C. DELIVERABLES / SCHEDULE
 - C.1. Initial Deficiency Report. Submit within 45 days of the notice to proceed. Submit to CO. (Section A.8.)

 - C.2. Quality Control Plan. Submit within 60 days of the notice to proceed, and annually within 10 days of the contract anniversary. Submit to COTR. (Section A.9.)

SECTION II
DEFINITIONS

A. DEFINITIONS

1. **ACCEPTABLE LEVEL OF MAINTENANCE.** The level of maintenance that will preserve equipment and systems in an unimpaired and safe operating condition.
2. **APPEARANCE.** Maintenance and repair that matches the original finishes with only minor, unobjectionable deterioration resulting from normal use.
3. **BUILDING AUTOMATION SYSTEM (BAS).** A computer-based system and associated microprocessor-based remote field panels capable of stand-alone operation that monitor and administer building operations.
4. **CAD.** A computer aided design system and any associated terminals.
5. **CMMS SYSTEM (Computer Maintenance Management System).** The system used to track maintenance, custodial, and administrative work. The CMMS system is a Government furnished Access-based application designed to be installed on Government furnished personal computers in the maintenance shop, custodial office, in the supervisory offices, and in other designated locations. BPA staff also have access to the system to monitor activity.
6. **CONSOLIDATED FACILITY MANAGER (CFM).** The Contractor responsible for fulfilling the terms of the contract. (Also Consolidated Facility Management).
7. **CONTRACTING OFFICER (CO).** A person who has been formally delegated authority to commit BPA for purchases of goods, services and construction. CO authority includes the authority to administer and terminate contracts, ensure performance of all actions required for effective purchasing, ensuring compliance with the terms of the contract, and safeguard the interest of BPA in its contractual relationship. (Source: COTR Workbook Ch 1, p 2)
8. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):** A person designated and authorized by the CO to perform technical contract administration activities on behalf of the CO, within limits specified by the CO.
9. **INCENTIVE PROGRAM.** A reimbursable contractor-offered award program for specified employees working on the CFM contract.
10. **INSECT CONTROL.** Includes measures which are necessary to suppress crawling and flying insect populations, including arachnids, within the building areas covered by this contract.
11. **LIGHT FREIGHT AND FORKLIFT SERVICES.** Material requiring a forklift or mechanical equipment to load or unload.

12. **MAINTENANCE REPAIR.** Unscheduled work required to prevent a breakdown of a piece of equipment or system, or work to repair/replace and restore to normal operation after a breakdown or failure.
13. **NON-REIMBURSABLE SERVICE.** A routine, predictable facility management service included in the fixed price portion of the contract.
14. **PROGRAM MANAGER.** The person designated in writing by the Contractor, who has complete authority to act for the Contractor during the term of the contract and who is authorized to accept inspection reports, and all other correspondence, on behalf of the Contractor.
15. **ON-SITE SUPERVISOR.** The person (or persons) designated in writing by the Contractor, with authority to act for the Contractor all matters relating to execution of this contract.
16. **PHYTOTOXIC.** Poisonous to plants.
17. **PRE-AUTHORIZED REIMBURSABLE SERVICE.** One of a small category of services that are routine but unpredictable and are NOT included in the fixed price portion of the contract. These services may be reimbursed over and above the terms of the fixed price contract at negotiated rates cited in the contract bid unit hourly agreement.
18. **PREVENTIVE MAINTENANCE.** Regularly scheduled work and tour inspections of equipment, systems, and spaces, which must be done to insure continued operation, to prevent unnecessary breakdowns and to prolong the useful life of equipment and systems.
19. **QUALITY CONTROL PLAN.** A written plan used by the Contractor to verify that contract requirements are being met in all areas for quality, quantity, and timeliness.
20. **REIMBURSABLE SERVICE.** A non-routine, unpredictable, or unforeseen additional service performed by the Contractor which may be compensated over and above the terms of the fixed price contract at negotiated rates cited in the contract bid unit hourly agreement. Examples include Building Alteration Projects.
21. **RODENT CONTROL.** Includes measures necessary to suppress populations of rats, mice, or any other mammal species that become a pest within or around the building areas covered by this contract.
22. **SECURITY CONTROL CENTER.** The work station located in the HQ Building lobby controlling building access and serving as emergency point of contact.
23. **SERVICE CALL.** A report by building occupants, or other interested parties, of a mechanical, electrical, plumbing, building system, architectural/structural, malfunction, failure, or related maintenance problem, and the Contractor's subsequent response to, and correction of the problem. A service call may become a maintenance repair.

SECTION III

FACILITIES MANAGEMENT

A. OBJECTIVES

In alignment with BPA's Key Performance Indicators (KPI)-- Safety & Environmental Responsibility, Operational Reliability, Customer/Tenant Satisfaction, and Cost Optimization -- the CFM will be responsible and accountable to optimize the operations and capability of the buildings equipment and systems in a reliable manner and to provide full tenant services for the following functions:

- Operation and Maintenance of Mechanical/Electrical Equipment,
Electrical Systems, Normal and Emergency systems
- Architectural and Structural Maintenance
- Custodial Services/Trash Removal
- Pest Control
- Collection of Recyclables
- Landscape and Grounds Maintenance
- Alterations
- Furniture repair
- Locksmith services
- CAD Operation, Drawing Management
- Indoor Air Quality

These functions are described in detail in Sections IV through VIII. Deliverables for the above are discussed in each applicable Section. To aid in the accomplishment of these functions in accordance with the KPIs, the Contractor shall provide a program to encourage a stable, well-qualified workforce.

B. SPECIFICATIONS

B.1. REQUESTS FOR SERVICE

- a. The Contractor shall provide the knowledge/skills to maintain a full service oriented program that allows tenants of the building to readily contact the Contractor for services. Requests may be received as follows:

- (1) Telephone and In-Person Requests from Tenants/Occupants

The Contractor shall establish telephone contact points and "in-person" contact points to be used by tenants during normal working hours. These contact points may be used:

- (a) To inquire, ask questions, receive information or guidance from the Contractor on services and/or how to obtain service.

- (b) To request services which do not require additional CO or COTR authorization, such as preauthorized reimbursable services and basic contract non-reimbursable services.
- (c) To report building problems, malfunctions, and breakdowns or file complaints concerning Contractor services, employees, or safety related issues.

(2) Written Requests

Tenant requests for service may be submitted by e-mail or on a BPA Form 1400.04, "Request for Building Management Services." (See Appendix A for sample of BPA Form 1400.04e, Office Facilities Service Request.")

b. Response

The Contractor will receive, log, and track all requests for services, and shall maintain a service call log or record which contains the following information:

- Name of the caller
- Description of the problem
- Location of the problem
- Time and date the call was received
- Time, date, and description of corrective action

The Contractor shall maintain the service call log on the CMMS System. The Contractor shall provide return notification for all written requests to the requester, indicating the date request was received, the request number assigned, and where to call or whom to contact regarding action taken. The log will be available for COTR review upon request.

The Contractor shall respond to calls in accordance with Paragraphs B.2, B.3, and the following categories:

- (a) Requests which fall into the category of Non-reimbursable (base contract services) shall be processed within specified time limits and in compliance with other contract specifications.
- (b) Requests which fall into the category of Reimbursable, preauthorized services, shall be processed within specified time limits and other contract specifications and as directed by the COTR.
- (c) Requests which fall into the category of Non-Reimbursable services require CO or COTR approval prior to any action.
- (d) All requests received by the Contractor not specifically identified in the statement of work as being pre-authorized for reimbursement or included in the fixed price agreement shall be forwarded to the COTR for appropriate action.

B.2. SERVICE CALLS/RESPONSE

Service calls shall be classified and accomplished as follows:

a. Emergency Calls

Emergency calls are service calls for correction of systems failures which constitute an immediate danger to personnel or property, including but not limited to: broken water pipes, flooding, stalled elevators with trapped passengers, electrical power outages, electrical problems which may cause fire or shock, gas or oil leaks, failure of HVAC equipment supporting systems deemed critical by the Government, and as otherwise identified by the CO.

The Contractor shall respond to emergency service calls immediately during normal working hours and within one hour after normal working hours, on weekends, and on holidays. The Contractor shall remain on the job until the emergency has been resolved. The COTR may review “emergency” status within 24 hours and re categorize as “urgent” or “routine” as necessary.

Emergency responses required after working hours will be covered under the fixed price portion of the contract up to 24 labor hours annually. Additional emergency response labor will be compensated at a minimum of 4 hours per call.

b. Urgent Calls

Urgent calls include circumstances which interrupt or otherwise adversely impact either BPA operations or building occupant operations. Example of these types of service calls may include, but are not limited to, inoperative electrical circuits, HVAC complaints, inoperative lighting, flush valve stuck open, spills to be cleaned up.

The Contractor shall respond to urgent calls occurring during normal working hours within 30 minutes and will remain on the job until the problem has been resolved. The response time for urgent calls which are outside of normal work hours is one hour. COTR may review “urgent” status within 48 hours and re-categorize as “routine” as necessary.

Urgent calls will be covered under the fixed price portion of the contract.

c. Routine Calls

The Contractor shall respond promptly to all other routine service calls and complete the work required within 72 hours. In those instances where a service call cannot be resolved within three working days due to circumstances beyond the Contractor's control, the Contractor shall notify the COTR of the date corrective action will be completed.

Routine calls will be compensated under the fixed price portion of the contract.

- d. Other requirements. The above standards do not apply to BAS proprietary Front End Computers and Field Processing Units (FPU's) if the failed component must be sent to the manufacturer for repairs.

The Contractor shall notify the COTR and the Security Control Center in advance of all outside service calls to coordinate facility access in compliance with security rules.

Except in emergency conditions, the Contractor shall notify the COTR in advance, in writing, in e-mail, or using the CMMS system, when maintenance or repair work is to be done which requires opening or dismantling equipment. Such equipment includes, but is not limited to, cooling towers, generators, pumps, chiller units, evaporators, hoist motors, motor generator sets, elevators, UPS systems, and such equipment identified as critical by the COTR. BPA may inspect the equipment before, during, and after any work is performed.

B.3 REPAIR LIABILITY

- a. Except for items covered under any Service Agreement, the Contractor shall be responsible for all costs associated with accomplishing all minor maintenance repairs where the cost of labor, equipment, and material is expected to be \$3,000 or less. This dollar threshold applies to each individual repair job that may be required.
- b. Any major repairs where the cost of labor, equipment, and materials is estimated to cost in excess of \$3,000 shall be immediately reported to the COTR. The Contractor shall be responsible for the first \$3,000 for repairs in this category.

Work related to major repairs shall not be performed until the Contractor and the CO or COTR have reached an agreement on the price to accomplish the project. In the case of an emergency, the CO may waive this requirement. The Contractor shall submit to the CO, through the COTR, a detailed cost estimate to perform the work. The estimate shall include the labor hours by trade or by the various types of work to be performed on the project, and an itemized listing of the cost of supplies, materials, and any overhead. The Contractor shall compute the labor costs using the bid unit hourly rate for maintenance repair services in accordance with the Contract Cost Schedule.

The Government reserves the right to furnish any or all parts and/or materials required for a particular repair to the Contractor as Government furnished property. If the Contractor furnishes the parts and/or material, the price to be paid shall be on the basis of established catalog or list prices in effect when material is furnished, less any applicable discounts, but in no event shall such price be in excess of the Contractor's sale price to his most favored customer for the same item in like quantity, or the current market price, whichever is lower.

If the work requires use of subcontract support, the Contractor shall provide pricing information, showing labor, materials and overhead elements, and copies of subcontractor bids. The Contractor shall use a subcontract solicitation process that ensures best value, fairness to bidders, and development of market, as

instructed by the CO. The Contractor shall not use subcontractors on the Federal debarred list.

- c. The COTR will decide which dollar category a repair job falls under. In the event of a dispute, the Contractor may appeal the COTR's decision to the CO and file a claim. The Contractor shall proceed diligently with the performance of the work, pending resolution of any request for relief, claim, appeal, or action relating to the contract, and shall comply with the decisions of the CO. All appeals or claims will be processed in accordance with the "Disputes" clause of the contract.

B.4. QUALITY CONTROL

The Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the requirements of the contract are provided as specified. The Contractor shall provide a Quality Control Plan to the CO within 60 days of the notice to proceed. An updated copy must be provided to the COTR as changes occur, or at least annually. The plan shall include:

- a. An inspection system covering all the services to be provided, which specifies the areas to be inspected on a scheduled or unscheduled basis, the inspection frequency, and the title of the individual(s) who will perform the inspection.
- b. The methods for identifying and preventing defects in or degradation of the quality of service performed.
- c. On-site records of all inspections conducted by the Contractor and necessary corrective action taken. This documentation shall be made available to the Government on request.

B.5. CONTINUITY OF OPERATIONS

Because the services covered by this contract are vital to the Government's mission, the Contractor shall maintain continuity of all services. The Contractor shall operate or protect the facility during all emergency situations such as foul weather, fires, accident and rescue operations, strikes, civil disturbances, natural disasters, or military contingency operations, unless otherwise directed by CO or COTR.

Designated Contractor personnel, including the Program Manager and other on-site supervisors, shall become thoroughly familiar with the Government's "Occupant Emergency Plans" and the role of the Contractor in those plans. Participation in emergency plans shall be mandatory during the event of a building related emergency or natural disaster regardless of the time of occurrence.

The Contractor shall develop an Emergency Operating Plan. The Contractor shall include in this plan actions to be taken to ensure that the facility remains operational or is adequately secured in the event of a building shut-down. The Contractor shall also prepare contingency plans in the event of a strike by his/her employees.

The Contractor shall submit the emergency operating plan to the COTR within 60 days following notice to proceed. (See also Section IV B.11.).

B.6. SUPERVISION

The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) or designee shall be available at all time while contract work is in progress to receive notices, reports, or requests from either the CO or the COTR. Supervisory employees must be able to read, write, and speak English.

Government employees are NOT authorized to exercise either direct or indirect supervision over the Contractor's employees.

The contractor shall focus on providing service to BPA. Marketing for additional work to benefit the contractor's corporate office shall not be conducted by the facility manager (or staff) without the approval of the CO.

B.7. CONTACT AFTER NORMAL HOURS

The Contractor shall provide the COTR with telephone numbers that the Government may use at any time to directly contact the Contractor, the Program Manager, and the on-site supervisors. After normal work hours, the Program Manager or one of the on-site supervisors shall be available within one hour at the site. The Contractor will immediately notify the COTR of any change in these numbers.

B.8. QUALIFICATIONS OF THE PROGRAM MANAGER

- a. The Program Manager shall possess at least 3 years of recent (within the past 5 years) responsible experience in managing the operation, maintenance, and security of buildings and building equipment and systems of the approximate size and characteristics of the building(s) to be operated under this contract. The Program Manager shall have demonstrated ability to provide sound technical solutions to issues associated with the design, operation, or alteration of complex building systems. The Program Manager shall have facility management certification from a recognized facility management association.
- b. The Contractor shall submit a detailed resume containing the information specified below to the CO or his/her designee for approval prior to assignment of the Program Manager to the contract. These qualification standards apply to both new and replacement Program Managers.
 - (1) The full name of the proposed Program Manager.
 - (2) A detailed description of the previous 5 years employment history of the proposed Program Manager.
 - (3) The name(s) and address(es) of the companies for whom the proposed manager worked for the past 5 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

B.9. QUALIFICATIONS OF SUPERVISORY EMPLOYEES

- a. All supervisory personnel shall possess at least 2 years of recent (within the past 5 years) experience in directing personnel responsible for accomplishment of work in their respective program area in buildings of the approximate size and characteristics of the building(s) to be operated and maintained under this contract. All supervisory personnel shall have the knowledge and experience to recommend sound technical solutions to design and retrofits to complex building systems.
- b. The Contractor shall submit detailed resume(s) containing the information specified below to the CO or his designee for approval prior to the assignment of any supervisors to the contract. These qualification standards apply to both new and replacement supervisory personnel.
 - (1) The full names of the proposed supervisors.
 - (2) Detailed descriptions of the previous 5 years employment histories of the proposed supervisors.
 - (3) The name(s) and address(es) of the companies for whom the proposed supervisors worked for the past 5 years, along with the name(s) and telephone number(s) of immediate supervisors.

B.10. UNIFORMS

All Contractor employees engaged in nonprofessional (blue collar) occupations under the CFM contract, except supervisors, shall, during duty hours, wear uniforms which clearly show both the employee's name and the employer's name. The Contractor shall present the proposed uniform to COTR for approval prior to start of contract.

Contractor employees must be in uniform at the start of the contract. Replacement employees must be in uniform no later than 10 days after beginning work.

C. DELIVERABLES / SCHEDULE

- C.1. Detailed cost estimate for each project. Submit prior to the initiation of any work. Submit to the COTR (Section B.3.b.)
- C.2. Service Request Logs. Available for review on request. (Section B.1.b.)
- C.3. Quality Control Plan. Submit within 60 days of the notice to proceed, and annually within 10 days of the contract award anniversary. Submit to COTR. (Section B.4.)
- C.4. Emergency Operating Plan. Submit within 60 days of the notice to proceed. Submit to COTR. (Section B.6.)
- C.5. Contractor call back list of names and telephone numbers. Submit current list to COTR, updated as changes occur. (Section B.7.)

- C.6. Program Manager Resume. Submit prior to assignment of Program Manager to contract. Submit to CO. (Section B.8.)
- C.7. Supervisory Employee Resumes. Submit prior to assignment of supervisor(s) to contract. Submit to CO. (Section B.9.)
- C.8. Sample uniform (or color photograph clearly depicting style and color. Submit prior to start of contract. Submit to COTR. (Section B.10.)

D. COMPENSATION

Unless otherwise specified, work performed under this Section is compensated under the terms of the fixed price (base) contract.

SECTION IV

OPERATIONS AND MAINTENANCE

A.1. GENERAL REQUIREMENTS

The Contractor shall provide all labor, equipment, materials and parts necessary to operate, maintain and repair all equipment, systems and site appurtenances including but not limited to: all mechanical, electrical, plumbing, and utility systems; elevators; computerized Building Automation Systems (BAS); architectural and structural components; fire protection; paving, walks, and driveways; and all other interior and exterior building components and systems considered to be part of the facility. See Appendix B.

The Contractor is not responsible for operation, maintenance, or repair of occupant agency program equipment, including, but not limited to:

Computers, printing plant equipment or other leased equipment, security systems, office machines, laboratory equipment, mail handling equipment and personally-owned appliances.

A.2. DEFINITIONS

See Section II.

A.3. PREVENTIVE MAINTENANCE REQUIREMENTS

- a. The Contractor shall develop and implement a Preventive Maintenance (PM) Program. The Contractor shall submit to the COTR, within 45 days of the notice to proceed, a PM program for the equipment and systems listed in, but not necessarily limited to, the Equipment Inventory List, Appendix B. The Contractor shall provide an annual update of the PM Plan within 10 days of the anniversary of the contract award.

All equipment shall be maintained at the level necessary to assure that the building(s) is operated in an efficient manner. The PM program shall include, but shall not be limited to, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement, and necessary parts and repairs needed to keep the equipment and systems in optimum operating condition and to prolong useful life.

Equipment under warranty shall be maintained and tracked in accordance with warranty instructions and conditions.

For each item identified, the Contractor will document the PM frequency, the inspection plan, and the proposed maintenance work.

- b. Prior to the contract start date, the Contractor shall submit an annual schedule for the accomplishment of all preventive maintenance. The schedule shall state, for each piece of equipment or system, the date for scheduled maintenance, the equipment

number, and the equipment location. The Contractor shall provide an updated schedule annually within 10 days of the anniversary of the contract award.

- c. The Contractor shall be responsible for maintaining PM records for each piece of equipment or system. The records shall document periodic maintenance performed, the scheduled and actual completion dates, and any deficiencies noted and corrected. The Contractor shall update the PM records and repair history on a monthly basis, by the 15th of the following month. These records shall be made available to the COTR upon request.
- d. All PM records shall be turned over to the COTR within 30 calendar days prior to contract termination.

B. SPECIFICATIONS

B.1. GENERAL OPERATIONS

- a. The Contractor shall operate, maintain, and repair all mechanical, electrical, plumbing, and utility equipment and systems installed at the site, including, but not limited to, those listed in Appendix B. The Contractor shall update this list throughout the life of the contract and shall submit a current version to the COTR annually no later than 60 days prior to the anniversary of the contract award.

The Contractor shall assure that all systems are maintained at an acceptable level of maintenance. The contractor shall plan, coordinate, and maintain all mechanical, electrical, and utility equipment/systems in accordance with the manufacturer's warranties or operating instructions, and industry standards in order to maximize the life expectancy of the equipment and systems, and to assure the facility is available for its intended use.

The contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools and equipment to ensure the effective and economical operation, maintenance and repair of the facility as part of the fixed price portion of the (base) contract. The Contractor is responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a 24-hour a day, 365 days per year basis.

The Contractor shall operate all mechanical, electrical, plumbing, and utility systems compatible with the current Department of Energy (DOE) energy conservation requirements.

- b. On a daily basis, the Contractor shall, in addition to taking necessary corrective action, report to the COTR the status of any major equipment or systems not operating, or that become non-operational during the workday. The Contractor shall report any system or equipment, including elevators, not operational at the start of normal business hours to the COTR by 8 a.m. The Contractor shall immediately report any security and fire alarm system malfunctions to the Security Control Center.

The Contractor shall notify the COTR at least 24 hours in advance of any work that is to be performed that would be disruptive to building occupants or that would interfere with normal building operations.

The Contractor shall immediately report any major repairs where the cost of labor, equipment, and materials is estimated to cost in excess of \$3,000 to the COTR. The Contractor shall be responsible for the first \$3,000 for repairs in this category.

c. Environmental Standards

The Contractor shall operate the building(s) systems in an energy efficient manner to provide the following environmental conditions:

- (1) Summer or cooling mode: During working hours whenever office space temperatures during working hours may rise above 78 degrees Fahrenheit, operate building cooling systems to maintain those temperatures between 73 and 78 degrees Fahrenheit. Lower temperature levels are permissible when obtained without using cooling energy.
- (2) Winter or heating mode: During working hours whenever office space temperatures during working hours may drop below 70 degrees Fahrenheit, operate building heating systems to maintain those temperatures between 70 and 78 degrees Fahrenheit and not less than 60 degrees Fahrenheit during non-working hours. Higher temperature levels are permissible when obtained without using heating energy.
- (3) The COTR retains the right to adjust set points as necessary.
- (4) VAV Boxes (both single and dual duct) shall be kept up to the present air balancing specifications as listed in the VAV Operating Data binders. The manuals and binders are located in the Contractor maintenance office.
- (5) The Contractor shall use outside air to the maximum during moderate seasons (economizer cycle) based on outside temperatures and humidity conditions.
- (6) Ventilation shall be as defined in the General Services Administration (GSA) Quality Standards for Design and Construction Handbook PBS P 3430.1, Appendix 5-R; the Energy and Water Handbook PBSP 5800.35, Chapter 8-7e; and in the American Society of Heating, Refrigerating, and Air Conditioning Engineers Standard 62-1981, and Ventilation for Acceptable Indoor Air Quality (or the equivalent).
- (7) The Contractor shall maintain environmental conditions in special areas such as the health unit, computer rooms and Duty Scheduling Center to assure the reliable operation of the program equipment or functional needs in those areas. Special area needs will be directed by the COTR.

- d. The Contractor will ensure that domestic hot water is provided at 105 degrees Fahrenheit at the point of use.

- e. The normal operating time for building equipment and systems will be considered as the time necessary to operate the building's heating and air-conditioning equipment to produce the environmental temperatures mandated by the Government for occupied spaces during the heating and cooling seasons. The Contractor is responsible for starting and stopping the building HVAC equipment at the appropriate time, based on weather conditions, which would produce the proper environmental conditions during official business hours.
- f. The Contractor will perform running tests or checks of large or high-energy use equipment such as chillers, pumps, air handling equipment, etc., during normal operating hours, provided that such work does not cause interruption in service. The COTR, upon request, will define periods during which tests or checks are prohibited.
- g. Contractor shall ensure that lighting systems will be maintained to achieve the following average illumination levels during occupancy unless otherwise directed:

Public areas	10 foot-candles
General work area	30 foot-candles
Normal work station	50 foot-candles
Storage areas	10 foot-candles
Stairwells	5 foot-candles

The Contractor shall replace fluorescent tubes (other than failed tubes) every 60 months, or when 20% of the existing tubes have failed, whichever comes first. This time period shall be measured from the last re lamping, not when contract period begins. Fluorescent tubes for special needs and individual task light bulbs shall be provided by BPA (or purchased by the contractor and reimbursed by BPA).

- h. Lighting necessary for safety and security will remain on during hours of no occupancy.
- i. Personnel responsible for the operation and maintenance of the heating, ventilation, and air conditioning systems may be required to be available at times earlier or later than specified for start up and shut down of HVAC equipment in the Building Operating Plans, or at times when requests for additional services are granted.
- j. The Contractor shall assure that factory-authorized technicians are used to maintain chillers, generators, UP Systems, and elevators.
- k. The Contractor shall coordinate with the BPA Safety Office and subject matter specialists for any remediation projects, including mold, water, hazardous waste, or other environmental contaminants, in accordance with all applicable US Environmental Protection Agency and Oregon Department of Environmental Quality standards.

1. Personnel operating a forklift or motorized material handling equipment shall be certified to operate the equipment. Contractor shall maintain the forklift's maintenance records and shall assure that proper operation is maintained and that forklift is safe to use.

B.2 ELECTRICAL SYSTEMS

- a. The Contractor shall inspect, test, and maintain the building's electrical distribution system, including, but not limited to, substations, power transformers, switchgear, control panels, UPS, circuit breakers, etc.
- b. This work shall be performed by personnel who meet State and Federal licensing requirements applicable to this work, including inspecting, testing, and maintaining the building's high and low voltage electrical power distribution systems. At a minimum, the testing shall be performed by qualified Contractor labor or subcontractors who have a minimum of 5 years field experience. The journeyman mechanics may be assisted by qualified helpers in conformity with local trade practices.
- c. The Contractor shall provide sound engineering analyses to support any changes in the operation, design, or configuration of the electrical system, with special attention given to the emergency backup systems (see Section B.3. below). The Contractor shall maintain a record of technical issues, analyses, and recommended solutions to be available to the COTR upon request.
- d. By July 1 of each year, the Contractor shall provide the COTR with an official, certified report detailing the items inspected, results of tests, preventive maintenance adjustments performed, and include a brief description of any defects found. The report shall also include any equipment observed during the inspection that may affect the safety of personnel or continuity of service. All main distribution panels must be inspected and serviced in accordance with GSA Guide Building Maintenance Management PBS P5850, IB, Appendix J" or the equivalent.
- e. Electrical Safety Program. The Contractor shall establish and maintain an Arc Flash program in accordance with the provisions of NFPA 70E, or the equivalent, including providing all necessary personal protective equipment.

B.3. CRITICAL EQUIPMENT AND SYSTEMS

- a. The following equipment and systems have been determined to be critical equipment and systems for this contract and shall be maintained in accordance with the manufacturers' recommendations or the best practices of the industry, to assure continued operation to the greatest extent possible consistent with uptime requirements. The Contractor shall give higher priority to the operations and maintenance (including testing) of these critical systems.

Criteria for critical equipment:

- If the equipment or system failed, it would cause the facility to be closed to the occupants or could affect the performance or reliability of another critical piece of equipment or system.
- If the equipment failed, it could cause a life safety or fire safety hazard.

Examples of Critical equipment include but are not limited to the following:

- Automatic Fire Detection Panel
- Battery Chargers
- BAS and Control Air Compressors
- Condensate or Vacuum Pump
- Circuit Breaker-Low Voltage, Molded Case
- Circuit Breaker-Low Voltage, (Over 50 Amps)
- Emergency Engine/Generator Sets
- Emergency Power Transfer Switches
- Fire Alarm, Detection, and Suppression Systems
- Garage Entry Bollard System
- HVAC Systems
- Lead Acid Battery Banks
- Standby and Emergency Generators, ATSS, UPS and PDUs
- Uninterruptable Power Supply

- b. The Contractor shall prepare an operations and maintenance plan describing the frequency and description of work for preventive maintenance of these items, consistent with sound electrical engineering practices, and shall submit the proposed plan to the COTR with 45 days of the notice to proceed.
- c. Fire Protection Systems Testing. The Contractor shall maintain all fire protection equipment and systems, in accordance with NFPA standards and manufacturers' recommendations. The Contractor shall daily verify the operational status and condition of all equipment and systems. The Contractor shall maintain detailed logs of fire protection system events and make them available to the COTR on request.

B.4 HVAC AND OTHER MECHANICAL SYSTEMS

In addition to maintaining mechanical systems in accordance with industry standards and best practices, the Contractor shall comply with the following special requirements:

- a. Viledon Bag Filters. The Contractor shall install Viledon Bag Filters within the main heating fans – SFH-1, SFH-2, and SFH-3; the main cooling fans – SFC-1/2, SFC 3/4, and SFC 5/6; and the various air handlers located on the building's B-1 level – AHU 1/2/3/4/5/6/13C.
- b. Unfired Pressure Vessel Inspection. The Contractor shall have all unfired pressure vessels inspected annually in accordance with the ASME Pressure Vessel Code. Inspections shall be conducted by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors and employed by a independent firm specializing in boiler and unfired pressure vessel inspections. The Contractor shall require the inspector to use GSA Form 350 (Inspections

Report of Unfired Pressure Vessels) for each unfired pressure vessel inspected. In addition, GSA Form 1034 (Certificate of Inspection of Pressure Vessels) shall be posted on or near the equipment.

- c. Eddy Current Analyses. At intervals of not more than 5 years, the Contractor shall perform eddy analyses on any chillers as directed by the COTR. The next analysis is scheduled for the year 2011.
- d. Garage Exhaust CO Detection Systems. The Contractor shall annually test the parking garage carbon monoxide (CO) exhaust system sensors for proper operation.

B.5 WATER TREATMENT

- a. The Contractor shall treat water supply systems as needed to maintain water quality that is not detrimental to equipment or human health.
- b. Requirements
 - (1) The Contractor shall provide equipment, chemicals, and services including application, required to control corrosion, scale, algae, and slime in all heating and air-conditioning equipment and systems, chilled water, hot water, and condenser water.
 - (2) The Contractor shall conduct an initial water analysis and develop an appropriate water treatment program. The Contractor shall submit the proposed water treatment program to the COTR within 60 days of the notice to proceed. The Contractor shall also submit supplemental reports subsequent to any changes required in the treatment program. The Contractor shall maintain detailed logs of chemical usage and make them available to the COTR on request.
 - (3) The Contractor shall submit information concerning biocide treatment methods, materials, and supply sources to the COTR for approval before use. To reduce the risk of Legionel Pneumophila (LDB-Legionella) contamination, at least one EPA-registered cooling tower biocide (example: Quarternary Ammonium) shall be used as part of the water treatment program.
 - (4) The Contractor, on a quarterly basis, shall have the water tested and analyzed by or under the supervision of a qualified chemist. The Contractor shall make a copy of the water analysis report available to the COTR upon request within 10 working days of the analysis.

B.6. BUILDING MANAGEMENT SYSTEMS

- a. The Contractor shall operate and maintain the computer based Building Automation System (BAS). Only fully qualified and adequately trained personnel may operate, repair, program, and maintain the system. The contractor shall maintain the BAS in accordance with the manufacturer's recommendations

and warranty provisions, including the most up-to-date software, replacement hardware, etc.

b. Requirements.

The Contractor shall:

- (1) Program and maintain the BAS and Lighting control systems to operate equipment according to schedules established by BPA.
- (2) Monitor and control the building operations, including surveillance of fire, lighting, and mechanical equipment operation, from a central control center and take necessary actions to maintain building operation according to tenant operations and requirements as listed in Section IV B.1.
- (3) Maintain a log that contains equipment and operating system conditions. Prepare reports (example – 5 yr historical maintenance averages) to be made available upon request from the COTR.
- (4) Prepare written emergency procedures for correcting all alarm situations and provide to the COTR within 60 days of the notice to proceed. In relation to BAS, operate and maintain the emergency back-up power system. Monitor the automatic restart of the BAS computer and building systems after a power failure or any other malfunction. Provide manual operation if required.
- (5) Prepare and implement a preventive maintenance plan for the BAS that includes specific maintenance work as required by the manufacturer's specifications and maintenance recommendations. Provide to the COTR within 60 days of the notice to proceed.
- (6) Lubricate all BAS equipment and controlled devices as needed to permit bearings, gears, and contact wearing points to operate freely and without undue wear. Replace worn components with new components of the same type and manufacturer. Inspect, test, and calibrate each element of the BAS as required by the manufacturer to maintain design performance.
- (7) Maintain two back up copies of the BAS operating data and instructions. One copy shall contain data one week old and the other copy shall contain data two weeks old. The Plan shall ensure the continuous operation and reliability of BAS system.
- (7) Prepare energy consumption reports, which at a minimum compare monthly energy consumption with 5-year historical averages for the same month to be made available to the COTR upon request.

B.7 ARCHITECTURAL AND STRUCTURAL MAINTENANCE

- a. The Contractor shall provide all labor, equipment, and materials necessary to perform all architectural and structural maintenance and repairs to the interior and exterior of the facility including but not limited to; exterior walls, roofing, flashing, skylights, chimneys, ventilators (and other items that pierce the roof),

gutters, downspouts, splash blocks, overhangs, windows, doors, sidewalks, driveways, roads, curbing, parking areas, patios, exterior stairways, interior walls, floor coverings, concrete floors, hardwood flooring, carpeting, ceramic tile, interior stairways, ceilings and ceiling tile, Venetian blinds and shades, doors, windows, toilet fixtures, piping systems, electrical components and equipment, and lighting fixtures.

b. Requirements

- (1) The level of maintenance shall ensure that the property is free of missing components or defects which affect the safety, appearance, or intended use of the facility or would prevent any electrical, mechanical, plumbing, or structural system from functioning in accordance with the design intent. Connected or repaired work shall be carried to completion, including touch-up painting and/or operational checks. The quality of the work and the repaired areas shall be fully compatible with adjacent surfaces or equipment. All replacements shall match existing in dimensions, materials, quality of work, finish, color, and design unless otherwise instructed by the COTR. During and at completion of work, dust and debris shall not be allowed to spread into adjacent areas nor accumulate in the work area itself. Safe passage in normal walkways shall be maintained with special attention given to assure that blind persons are protected from hazard. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, and other unsightly marks shall be removed.
- (2) The Contractor shall be responsible for accomplishing all minor architectural and structural repairs/replacements where the cost of labor, equipment, and materials is expected to be \$3,000 or less without further reimbursement. This dollar threshold applies to each individual repair job or replacement that may be required. The Contractor shall accomplish such repairs/replacements within 14 calendar days. The Contractor shall not be responsible for the initial \$3,000 of architectural/structural repairs caused by vandalism, natural disasters, or other causes beyond the control of the contractor.
- (3) The Contractor shall accomplish any architectural and structural repairs/replacements estimated to cost over \$3,000 in accordance with the procedures contained in Section III B.3. Contractor shall be responsible for the first \$3,000 of any architectural and structural repairs/replacement costs.
- (4) The Contractor shall notify the COTR 24 hours in advance of any work that is to be performed that would be disruptive to building occupants or that would interfere with normal building operations.
- (5) Locksmith Services.
The contractor shall furnish locksmith services for routine installation and removal of locksets and tumblers (cores); repair of defective locksets; and opening doors in the event of lost or misplaced keys. BPA will assign keys to contractor staff as needed to perform their functions.

The Contractor shall maintain a current inventory of key assignments and shall make that inventory available for Government inspection at any time. BPA's Office of Security Management is responsible for key control; for duplicating keys; determining appropriate key assignment; serving as custodian of master key inventory; core keys, core changing tool, and tumblers; and overseeing changes of combinations. Additional work beyond the scope, as listed herein, will be reimbursable to the Contractor.

- (a) Requests for locksmith services must be approved by Security Management, which will coordinate with building tenants to determine appropriate action and level of security requested or required. The Contractor shall be responsible for routine installation and removal of lock -sets and tumblers; repair of defective lock sets; opening doors in the event of lost or displaced keys. The Contractor will check out the core changing tool and/or appropriate key from Security Management as needed for each job.
 - (b) If the Contractor loses any keys, the Contractor is responsible for changing out or retumbling all affected locks and must provide the appropriate keys at the Contractor's expense. In the event a master key in the Contractor's possession is lost or duplicated, all locks and keys for that system will be replaced or re-combinated so as to be free of all defects and operate in a satisfactory manner. All new locks shall fit existing master key systems and be keyed to fit existing keys for the locks being replaced.
- (6) Upon request, the Contractor shall assist with space moves, including relocating access holes in the raised flooring, providing additional circuitry, or minor alterations (see also Section VIII). This workload has averaged between 200 and 250 incidents per year.
- (7) The Contractor shall perform touch-up patching and painting to the interior and exterior of the facility as required in the accomplishment of maintenance and repair work. Marring and damage to walls and columns incidental to normal building use shall be routinely repaired/touched-up as the damage occurs or when found through quality control inspections. Interior cyclic painting scheduled on a periodic basis is excluded from this section (see Section VIII).
- (8) The Contractor shall maintain in a safe and usable condition powered doors such as garage and loading ramp doors, revolving doors, sliding or swinging doors, and adjustable loading ramps/dock levelers.
- (9) Building Signage
The contractor shall provide all labor and materials to maintain all building operations-related signage, including but not limited to fire exits, emergency phones, lighting control maps, and evacuation maps. This workload is not expected to exceed 150 hours per year.
- (a) Any outside, non-Contractor, labor and any materials related to signage shall be reimbursable.

- (b) The Contractor shall furnish new and revised office identification signboards, sign plaques, bulletin boards, nameplates, and way finding signage. All signage ordered shall be compatible with existing signage or as specified by the COTR. Other facility signage shall be provided as a time and materials reimbursable, as requested by the COTR.
- (c) The Contractor shall be responsible for maintaining, repairing, and replacing existing building markings, number, and identification signage. All signage shall be compatible with existing in color, appearance, and style in order to provide uniformity throughout the facility. Work which falls into this category are space numbers, room numbers, column numbers, parking levels, room names, special room or area designations, special building instructions, life safety signage, etc.

(10) Directories and Information Kiosks

The Contractor shall maintain and update as requested by the COTR all building directories, bulletin boards, and information kiosks. All lettering, number, and punctuation pieces shall also be Contractor furnished and compatible with existing components.

- (11) The Contractor will re-stripe and renumber the HQ Building Parking Garage, to include repainting stripes, directional marking and space identification numerals and letters, as requested by the COTR. This work will be compensated as reimbursable work.

B.8. ELEVATOR MAINTENANCE

- a. The Contractor shall provide full service maintenance, repair and performance management of the building(s) elevators.
- b. Requirements
 - (1) The Contractor shall respond immediately to all reports of elevator problems where life or property is endangered as an emergency service call (see Section III B.2.a.). The Contractor shall complete corrective action in all cases in the shortest possible time consistent with the nature of the problem and the best practices of the trade. The Contractor shall accomplish urgent and routine service and repair calls, as determined by the COTR in accordance with Section III B.2).
 - (2) The Contractor shall maintain the elevators and equipment in a safe and operative condition, in compliance with the requirements of the latest edition of the American National Standards Institute (ANSI) Safety Code for Elevators and Escalators, A17.1, and all other applicable laws, regulations, rules, ordinances, codes, etc.
 - (3) The Contractor shall maintain the appropriate contact speed for each elevator car, in feet per minute, and the appropriate performance time, including acceleration and retardation, as designed and installed by the manufacturer. The Contractor shall perform necessary adjustments as required to maintain

the appropriate door opening and closing time within limits of applicable codes.

- (4) The Contractor shall furnish replacement parts as necessary to assure the elevators are operated in a safe and efficient manner. The Contractor shall maintain an up-to-date inventory of manufacturers' recommended spare parts. This inventory shall contain the description and part number of all items. When requested, the parts shall be made available for inspection by the COTR. The contractor shall maintain the elevators in accordance with the manufacturer's recommendations including the most up-to-date software.
- (5) The Contractor shall ensure that a complete set of full size, legible schematic wiring diagrams and related literature are located in each machine room. All wiring diagrams and/or related literature furnished shall remain the property of the Government.
- (6) Administrative Procedures
 - (a) The Contractor shall provide overtime service calls as needed. Overtime call-back consists of responding within one (1) hour to requests at any hour not defined as regular service calls, in accordance with Section III B.2.
 - (b) The Contractor shall submit to the COTR an annual schedule of all periodic maintenance by dates and elevators, within 60 days of the notice to proceed. This schedule shall be subject to modification by the COTR. Any time work is performed, the COTR shall be notified when elevator mechanic arrives.
 - (c) All work shall be performed by qualified craftsmen of the elevator trade.

(7) Defects/Normal Wear and Tear

The Contractor shall immediately notify the COTR in writing of the existence or the development of any defects or repairs required to the elevators which the Contractor believes he is not responsible. The notice shall include an estimate of the cost to make necessary repairs. The CO reserves the right to make final determination on responsibility.

(8) Elevator Inspections

- (a) The Contractor shall contract for, schedule, and have performed, periodic safety tests and inspection of all elevators as required by the latest edition of ANSI/ASME, A-17.1. The Contractor performing the maintenance is not eligible to perform the safety inspections. The Contractor shall furnish a copy of the inspection schedule to the COTR. The Contractor shall be responsible for having elevator inspections accomplished as planned, by a certified independent inspection firm. Testing shall be no less frequent than semi annual.

- (b) The Contractor shall provide a qualified elevator mechanic to accompany inspectors during inspections.
- (c) The Contractor shall furnish a written report of each inspection to the COTR. The report shall be submitted on GSA Form R9-1369 (Elevator Inspection Report), within 10 working days of the inspection.
- (d) The Contractor shall be responsible for obtaining the signed GSA Form 55, (Certificate of Elevator Inspection) and GSA Form 55A, (Acknowledgment of Elevator Inspection Certification) from the elevator inspector. A copy of GSA Form 55A shall be provided to the COTR. GSA Form 55 shall be countersigned by the individual responsible for maintaining the equipment with the original kept in the Program Manager's office and made available upon request by the COTR.
- (e) Contractor shall correct deficiencies identified by inspections within 90 days of the report unless listed as requiring immediate repair, which shall be repaired accordingly. Contractor shall notify the COTR, in writing, as the repairs are completed.

B.9. SECURITY SYSTEMS MAINTENANCE

The Security Management Office will maintain all building security systems, including the access control and closed circuit TV systems. The contractor will be reimbursed for any support provided to the buildings security systems at the request of the Security Management Office.

B.10. MISCELLANEOUS SERVICES

- a. Miscellaneous services include facilities services not listed elsewhere and requiring less than two person hours to accomplish (not to exceed 240 hours per year). Miscellaneous services include hanging of bulletin boards, framed pictures, photographs, charts, and similar items; revising building directories; and other activities incidental to normal office operations.
- b. Miscellaneous services in excess of 240 hours per year will be reimbursed in accordance with the Schedule of Prices.

B.11. BUILDING EMERGENCY CONDITIONS

- a. In the event of a total building emergency, which shall include but not be limited to, fires, civil demonstrations, bomb threats, explosions, earthquakes, enemy attacks, hazardous spills or similar emergencies as determined by the Chief of Building Management or his representative, the Commercial Facilities Manager shall be designated as a "Facilities Technical Advisor" (FTA) in accordance with the BPA Headquarters Emergency Response Plan.
- b. Upon the Chief's notification of a total building emergency to the Contractor, the FTA shall immediately, during regular contractor working hours and within one hour during other than regular contractor working hours, report to the designated command center. The command center shall initially act as a meeting location

for the Damage Control Team to receive and access information regarding the Total Building Emergency from the Chief.

- c. The Chief shall direct the activities of the Damage Control Team. The Damage Control Team includes any Contractor employees under supervision of the FTA who are responsible for providing technical assistance during the building emergency. The Damage Control Team's responsibility shall include, but not be limited to, providing assistance to the local fire department and/or other emergency response teams, securing the perimeter along with mechanical and electrical systems as directed by the Chief, verifying the operation and integrity of the fire protection systems, and providing elevator keys to the fire department for the purpose of using elevators for emergency evacuation.
- d. The Contractor shall ensure that all of the Contractor's employees are familiar with any BPA Headquarters Emergency Response Plan. On a semi-annual basis the Contractor shall conduct training sessions to insure that the Contractor's employees are familiar with their assignments as a member of the Damage Control Team. The Contractor shall submit a written notification to COTR, within five days after completion of each training session, to certify that training of all employees has been successfully completed. All members of the Damage Control Team shall be required to complete basic courses in "Urban Search and Rescue" and "Incident Command System" used by Fire Departments and other emergency response organizations. The Contractor shall also submit a Disaster Response Plan, a Contractor Chain of Command, and a call back roster for disaster response, in accordance with Section II.B.5.

B.12. HAZMAT COLLECTION & THE 905 B-1 HAZMAT ROOM

- a. The Contractor shall be responsible for the identification, collection, packaging, and storage of hazardous waste (hazardous waste includes universal waste, used oil, and similar wastes) generated and left in the Headquarters Building. In doing so, the Contractor is responsible for compliance with Federal and State laws, as well as BPA guidelines, as they apply to hazardous waste. The Contractor shall keep the HAZMAT ROOM in an organized and clean condition. The Contractor shall set up a shipping schedule for removal of hazardous waste from the 905 building.
- b. BPA, through its Office of Pollution Prevention and Abatement (PP&A), will provide technical assistance and scheduled training as needed to the Contractor in support of Contractor activities related to hazardous waste management in the Headquarters Building. PP&A will provide technical assistance in the following areas of hazardous waste management:
 - (1) PP&A will provide the Contractor with technical assistance as needed to ensure the Contractor is in compliance with Federal and State laws and BPA guidelines as they relate to accumulation, packaging, labeling, and shipping of known hazardous waste.
 - (2) For unknown waste materials, PP&A will provide for sampling and identification of the material. If the waste material, when identified, may be safely managed by the Contractor staff at the B-1 Hazmat Room, PP&A will

provide the Contractor information on proper accumulation, packaging, labeling, and shipping requirements. The Contractor will not be required to handle any waste that may not be safely managed by the Contractor at the B-1 Hazmat Room.

(3) For spills or other emergency response activities involving hazardous waste, PP&A will provide for response activities beyond FIRST RESPONDER OPERATIONAL LEVEL either by qualified PP&A staff or through a qualified emergency response contractor.

- b. Hazmat Operator Qualifications. The Contractor shall have at least two people on staff certified as a FIRST RESPONDER OPERATION LEVEL. BPA will provide FIRST RESPONDER certification training on an annual basis. BPA will provide or reimburse the Contractor for all “First Response” materials.
- c. Shipping of Hazardous Waste. The Contractor FIRST RESPONDER will be responsible for packaging, preparing for shipping, and organizing of all known and identified hazardous waste residing in the Headquarters Building. Unknown materials will be identified either by BPA or at BPA’s expense. If the unknown materials present an unusual hazard, disposal will be at BPA’s expense as determined by the COTR. The FIRST RESPONDER will be responsible for completing the manifest and trip request paperwork. Before any hazardous waste is shipped from the Headquarters Building, the COTR or representative will sign the manifest and trip request papers. All hazardous waste, universal waste and used oil will be shipped to the Hazardous and Toxic Material Storage Facility (HazMat) at the Ross Complex using BPA transportation services. The COTR or his representative in consultation with HazMat and the Office of Environment may use an alternate location or transporter only upon specific written direction.
- d. Hazmat Room & Supplies. The Government will provide a suitable Hazmat storage room, transportation containers, and labels. The contractor shall furnish personnel, protective equipment, spill containment materials, and other expendable materials.
- e. Program Oversight and Inspections. The COTR or a designee will inspect the Hazmat room monthly. The BPA’s Environmental Office will perform an annual inspection of the Hazmat room and review the Hazmat program. Other inspections and inspectors may make an appearance as dictated. The Contractor will be responsible for correcting deficiencies, if any, as indicated by these inspections.
- f. Records: The Hazmat records will be stored in two locations, the Contractor office and Office Facilities. Office Facilities will have the original, and the Contractor will have copies.
- g. Compensation: Work performed under this section is compensated under the base contract fixed price.

C. DELIVERABLES / SCHEDULE

- C.1. Preventive Maintenance (PM) Program. Submit within 45 days of the notice to proceed, and annually within 10 days of the anniversary of contract award. Submit to COTR. (Section A.2.a.)
- C.2. Annual PM schedule. Submit prior to the contract start date and within 10 days of the anniversary of contract award. Submit to COTR. (Section B.2.b.)
- C.3 Updated equipment list (Appendix B). Submit a current version annually no later than 60 days prior to the anniversary of the contract award. Submit to the COTR. (Section B.1.a.)
- C.4. Monthly deliverables. Due by the 15th of the following month.
- C.5. PM status reports. Submit by the 15th day of each month. Shall be available to the COTR upon request. (Section A.2. c.)
- C.6. Historical PM records for each system/equipment. Submit within 30 days of contract termination. Submit to COTR. (Section B.2.d.)
- C.7. Records of electrical system analyses. Records shall be available to the COTR upon request. (Section B.2.c.)
- C.8. Electrical system certified inspection report. Submit each year by July 1. Submit to the COTR (Section B.2.d.)
- C.9. Operating & maintenance plan for Critical Systems. Submit within 30 days of the notice to proceed and annually within 10 days of the anniversary of contract award. Submit to COTR. (Section B.3.b.)
- C.10. Monthly Fire Alarm Systems Tests. Reports shall be available to the COTR upon request. (Section B.3.c.)
- C.11. Initial water analysis report and proposed water treatment program. Submit within 60 days of the notice to proceed. Provide amended program as needed to document changes. Submit to the COTR. (Section B.5.b.(2)).
- C.12. Information on biocide treatment methods, materials and sources. Submit for approval prior to use. Submit to COTR. (Section B.5.b.(3)).
- C.13. Logs of chemical usage for water treatment. Shall be available to the COTR upon request. (B.5.b.(4))
- C.14. Water analysis report. Prepare quarterly. Shall be available to the COTR upon request. (Sections B.5.b.(5))
- C.15. BAS operation log. Shall be available to the COTR upon request. (Section B.6.b.(3))
- C.16. Emergency procedures that specify the corrective actions that will be employed for various alarm situations. Submit within 60 days following the notice to proceed. Submit to the COTR. (Section B.6.b.(4))

- C.17. Preventive maintenance plan for the BAS. Submit within 60 days following the notice to proceed. Submit to the COTR. (Section B.6.b.(5))
- C.18. Energy consumption reports. Shall be available to the COTR upon request. (Section B.6.b.(7))
- C.19. Schedule of maintenance for each elevator. Submit within 60 days following the notice to proceed and within 10 days of the anniversary of the contract award. Submit to the COTR. (Section B.8.b.(6)(b))
- C.21. Elevator inspection reports, including GSA Form R9-1369, Elevator Inspection Report, GSA Form 55, Certificate of Elevator Inspection, and Form 55A, Acknowledgment of Elevator Inspection Certificate. Submit within 10 working days following the inspection. Submit to the COTR. (Section B.8.b.(8))
- C.22. Certification of emergency response training. Submit within 5 days of completed training. Submit to COTR. (Section B.11.d.)

D. COMPENSATION

Unless otherwise specified, work performed under this section is compensated in accordance with the base, fixed-price, contract, Section III B.3.

SECTION V

DRAWINGS MANAGEMENT

A. GENERAL

The Contractor shall provide services of qualified personnel to perform CAD operations and maintain building drawings in support of BPA facility planning, construction and building maintenance activities in the Headquarters Building.

B. CAD SERVICES

B.1. General

The Contractor shall use the BPA-provided CAD system to organize, manage, and update building drawings and various project plans including, all panel, furniture, electrical, and signal cabling, reflective ceiling, HVAC and mechanical plans. Plans and drawings so prepared will be used by the various entities responsible for office moves, construction and maintenance projects.

B.2. Plan Production Development

The Contractor shall be responsible for the conversion of original drawings into electronic (CAD) form. Drawing conversion services shall be performed as time permits and as a secondary function to building construction, operations, and maintenance support services.

B.3. Electronic Files - Records Management

The Contractor shall maintain electronic records of design files for all CAD drawings for the Headquarters Building, which includes updating record-set drawings. The Contractor will be responsible for updating drawing files to reflect as-built conditions following completion of all space planning, construction, and building operations or maintenance projects prepared on the CAD as well as alterations made from sketches and hand drawings which affect various data bases filed in the CAD.

B.4. Drawings Reproduction

The Contractor shall provide to the COTR up to four full size (1/8 inch scale) CAD produced drawings from the data files within four workdays of request.

C. DELIVERABLES / SCHEDULE

C.1. Original CAD and manually prepared drawings available upon request. (Sections B.2. and B.3.)

C.2. Up-dates of as-built floor plan drawings. Shall be made available to the COTR upon request.

D. COMPENSATION

Work performed under this section is compensated under the terms of the base contract. Task Order work assignment will be compensated in accordance with the Schedule of Prices.

SECTION VI
CUSTODIAL SERVICES

A.1. CLEANING SERVICES

- a. The Contractor's performance will be evaluated based upon the cleaning quality requirements contained herein.
- b. The following specifications are minimum requirements that must be met. The Contractor shall furnish all labor, equipment, supplies, and supervision to ensure an acceptable appearance of specified areas at all times. Services performed under this Contract shall be subject to inspection and approval by BPA. In addition to the cleaning requirements outlined below, the contractor shall follow these guidelines:
 - (1) The Contractor shall turn off lighting when not needed to perform work tasks.
 - (2) The Contractor is responsible for cleaning and dusting office equipment to include computers, monitors, printers, copiers, etc.
 - (3) The Contractor shall use vacuums that are "Green Label" certified by The Carpet and Rug Institute (CRI). All carpet extractors used shall have the "Seal of Approval" by CRI.
 - (4) The Contractor shall not use propane type floor machines.
 - (5) The Contractor shall recycle waste generated in the performance of this contract. The Contractor shall collect saleable wastepaper (Recycle Program) and place it as directed by the COTR.
 - (6) The Contractor shall conform to the safe practices as outlined in current standards, including ANSI/IWCA I-14.1, for exterior window cleaning.
 - (7) The Contractor shall use every effort to eliminate waste and conserve energy.
 - (8) The Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, or use telephone or office equipment provided for official Government use.
 - (9) The Contractor shall report fires, hazardous conditions, and items in need of repair, including defective light fixtures, leaky faucets, toilet stoppages, etc., to BPA.
 - (10) The Contractor shall turn in all lost and found articles to BPA.
 - (11) The Contractor shall clean designated computer rooms and personnel offices only when a BPA employee is present. The COTR will provide any special instructions for cleaning these areas.

- c. Only cleaners approved by BPA may be used at BPA facilities. The Contractor shall provide a list of proposed cleaning detergents and chemicals to be used during the course of service within 60 days of the notice to proceed, and update the list annually within 10 days of the anniversary of the contract award. The Contractor shall maintain current Material Safety Data Sheets (MSDS) for all materials.
- d. The work described herein shall be performed within the following specified time periods.
 - (1) Outside areas and garages policing/pickup cleaning may be performed at any time. Use of hoses or power washing at entries that would interfere with normal building access, and power sweep/washing of garage floors, which require removal of all vehicles, shall be accomplished after normal business hours.
 - (2) The definition of "Daily" is building specific. Some buildings operate 8:00 a.m. to 5:00 p.m. Monday through Friday whereas others operate 24 hours a day, seven days a week. Building specific hours of operation can be found in the Facility Information attachment. Some of the areas will require service more than once per day due to a high level of use by construction, maintenance, or other personnel. Hours for access for cleaning will be designated by the COTR.

A.2. SUPERVISION

The Contractor shall provide an on-site, English speaking, lead worker (Supervisor) who, in addition to performing regular tasks, shall have authority to represent the Contractor in day-to-day dealings with BPA and to ensure performance. The Lead Worker shall know the various cleaning tasks, equipment, and materials; train and direct the cleaners in their individual tasks; and shall maintain and control an effective inspection and follow-up program.

A.3. QUALITY STANDARDS

All workmanship shall be of the highest quality and conform to the accepted standards of the trade.

A.4. CUSTODIAL PLAN

To facilitate contract administration and inspection by BPA, the Contractor shall:

- a. Within 60 days of the notice to proceed, submit in writing to the COTR the name and credentials of the lead worker.
- b. Within 60 days of the notice to proceed, submit to the COTR a work schedule showing the specific periods during which the monthly, quarterly, and semi-annual services will be performed, unless dates are specified in the Contract.
- c. Submit to the COTR a list of all persons proposed to be employed under the Contract within 60 days of the notice to proceed. At a minimum, the Contractor shall provide information required for BPA security purposes before any employee may start work. This employee list shall include individual tours of duty and scheduled work

assignments. The list shall also include home phone numbers and addresses of lead person and workers in case snow removal is required or an emergency arises. The list shall be updated as required.

- d. Provide a recommended response plan for a pandemic flu emergency, to be available upon request from the COTR and to be activated as needed.

B.1. SUPPLIES, MATERIALS, AND EQUIPMENT

- a. The Contractor shall furnish all supplies necessary for the performance of the work of this Contract unless otherwise specified herein.
- b. The Contractor shall furnish all cleaning equipment, including power driven floor scrubbing machines, finishing and polishing machines, vacuum cleaners, accessory supplies for this equipment, hard hats, etc., needed for performance of work under this Contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the COTR. Equipment deemed by the COTR to be inadequate for the purpose intended, or hazardous, shall be replaced at no cost to BPA.
- c. Electrical power will be furnished by BPA at existing power outlets for the Contractor's use to operate equipment necessary in the conduct of his work. Hot and cold water will also be made available as necessary for that purpose.
- d. Green Cleaning: Low Environmental Impact Cleaning Requirements

The intent is to reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems, and the environment.

- (1) The Contractor shall use sustainable cleaning systems; sustainable cleaning chemicals that are Green Seal, EPA, or Third Party certified as being sustainable; appropriate chemical concentrates and dilution systems; hand soaps that do not contain antimicrobial agents; and cleaning equipment that reduces impacts on Indoor Air Quality. The Contractor will submit a list of proposed cleaning supplies to the COTR prior to use.
- (2) The Contractor shall use:
 - (a) Vacuum cleaners that meet industry best practice, including the requirements of the Carpet & Rug Institute "Green Label" Testing Program-Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70dBA;
 - (b) Hot water extraction equipment for deep cleaning carpets that is capable of removing sufficient moisture such that carpets can dry in less than 24 hours and that meet the Carpet and Rug Institute "Seal of Approval;"
 - (c) Powered maintenance equipment including floor buffers, burnishers, and automatic scrubbers that are equipped with vacuums, guards and/or other devices for capturing fine particulates, and that operate with a sound level less than 70dBA;

- (d) Automated scrubbing machines equipped with variable-speed feed pumps to optimize the use of cleaning fluids;
- (e) Battery-powered equipment equipped with environmentally preferable gel batteries; where appropriate,
- (f) Active micro fiber technology to reduce cleaning chemical consumption,
- (g) Powered equipment that is ergonomically designed to minimize vibration, noise, and user fatigue; and that has rubber bumpers to reduce potential damage to building surfaces.

(3) The Contractor shall not use any propane powered equipment.

- e. The Contractor shall maintain a log book for all powered housekeeping equipment, to be available upon request, which documents the date of equipment purchase and all repair and maintenance activities. The documentation shall include vendor cut sheets for each type of equipment in use.
- f. The Contractor shall train maintenance personnel in the hazards, use, maintenance, and proper disposal of cleaning chemicals, dispensing equipment and packaging.

B.2. SAFETY AND SECURITY

Certain inherent hazards exist in any high voltage facility. Personnel working at such facilities must be aware of these hazards and have enough knowledge of working precautions to move about safely. Additionally, security is required to protect the facility from unauthorized entry.

B.3. QUALITY CONTROL/INSPECTION

- a. The Contractor shall develop and maintain a quality control program to ensure custodial services are performed in accordance with commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. At a minimum the contractor shall develop quality control procedures addressing the areas identified in the following specifications. The Contractor shall submit the proposed quality control program to the COTR within 60 days of the notice to proceed.
- b. The government will periodically evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan.
- c. The COTR may designate an individual (Inspector) to monitor contract performance at the site. When a particular work item is unsatisfactory, the Inspector or COTR will issue to the Contractor a "Notice of Noncompliance". Within 7 calendar days of receipt of the notice, the Contractor shall respond in writing and state:
 - (1) What actions have been taken to correct the problem; and
 - (2) What actions are being taken to ensure the problem does not reoccur.

- d. Contractor On-site Meeting. The Contractor shall meet monthly with the COTR at the work site to discuss the work schedule and any performance problems. The COTR may waive this meeting if performance standards are being met.

B.4. SPECIFICATIONS

a. Timing of Service

Service Description	Standard
1. Contractor shall primarily service the facility at night between the hours of 4:00 pm and midnight.	
2. The Contractor shall provide day service between 10 a.m. and 7 p.m., to provide extra cleaning of toilet rooms or other areas as specified in Section B.4.b.(13) below, and to set up or dismantle meeting rooms as specified in Section B.4.w. below.	

b. Toilet Rooms

Service Description	Standard
(1) Contractor shall clean and disinfect floors. Floors shall be swept and mopped. Scrubbing shall be performed as required to maintain a clean, stain-free finish.	Daily
(2) Contractor shall clean and disinfect fixtures. All surfaces, including metal work of wash basins, water closets, and urinals are free of dust, dirt, spots, and stains.	Daily
(3) Contractor shall wash and sanitize water closets, seats, and urinals. Seats shall be left in a raised position. The interior of the water closets and urinals shall be thoroughly washed inside and out, including the inside rim. Urinal screens shall be free of dust, dirt, spots, and stains.	Daily
(4) Contractor shall wipe and polish mirrors, shelving, dispensers, chromium fixtures, and exposed piping. Stains shall be removed with a non abrasive cleaner. Metal polish shall be used on metal work only as directed by BPA.	Daily
(5) Contractor shall fill all toilet room supply dispensers with an adequate supply to last until the next regular service.	Twice Daily
(6) Contractor shall empty all toilet room receptacles. Liners shall be clean and free of tears or holes.	Daily
(7) Contractor shall insure that all toilet room receptacles are free of dust, dirt, and grime. Chrome or stainless steel receptacles shall be shined and free of water spots and stains.	Daily
(8) Contractor shall collect and remove all waste, debris, garbage, and waste paper from the building area to designated collection points as specified by BPA.	Twice Daily
(9) Contractor shall empty, clean, and disinfect waste and sanitary napkin receptacles.	Weekly
(10) Contractor shall damp-wipe the full surface area of all stall partitions, doors, window frames, sills, wastepaper receptacles, and ceramic tiles and grout around toilets and urinals using a multipurpose (disinfectant) cleaner.	Quarterly
(11) Contractor shall wash the inside and outside of all waste receptacles.	As needed
(12) Contractor shall ensure floor drains are free from odors at all times.	As Needed

(13) Contractor shall provide a male and female custodian to inspect and clean toilet rooms during the day as toilet rooms may not be closed during the day for servicing, except in case of emergency. They will replenish supplies and remove trash as needed.	Daily
(14) Contractor shall not close toilet rooms in the evening shift until after 6:00 p.m. and both sets of rooms, on each floor, shall not be closed at the same time for cleaning.	Daily

c. Shower & Exercise Rooms

Service Description	Standard
(1) Contractor shall thoroughly clean all interior shower surfaces with non abrasive cleaners to maintain a stain free finish. Cleaned surfaces shall be free of mold, mildew, and soap films.	Daily
(2) Contractor shall clean floor drains and covers to keep them free of soap, sealer/finish, and other encrustations to four inches below floor level. Drains shall be maintained free from odors. Drain trap problems shall be reported to the COTR within 2 hours.	Daily
(3) Contractor shall damp wipe and polish dry all mirrors, shelving, dispensers, chromium fixtures, and exposed piping. Stains shall be removed with a non-abrasive cleaner. Metal polish shall be used on metal work only as directed by the COTR.	Daily
(4) Contractor shall spray shower walls and floor surfaces with cleaner/disinfectant and hose rinse with hot water (high pressure nozzles shall not be used, low water pressure only). Floors shall not be spray buffed.	Every 2 Weeks
(5) Contractor shall power scrub shower tile floors with cleaner / disinfectant and thoroughly vacuum all carpeted areas. All horizontal surfaces shall be dusted except exercise equipment. Walls and locker fronts shall be damp wiped.	Every 2 Months
(6) Contractor shall collect and remove all trash, debris, garbage, and waste paper to designated collection points as specified by BPA.	Daily
(7) Contractor shall spot clean wall surfaces, partitions, doors, and waste receptacles.	As Needed

d. Office Areas

Service Description	Standard
(1) Contractor shall collect and remove all trash, debris, garbage, recycle containers, and waste paper to designated collection points as specified by BPA. Wastebaskets are to be emptied at the end of the space occupant's workday.	Daily
(2) Contractor shall keep wastebaskets free of debris and residue. Trash liners shall be used in all receptacles. Liners shall be replaced when soiled or damaged.	Daily
(3) Contractor shall keep floor surfaces free of spots, stains, obvious dirt, dust and other debris. Main traffic and common use areas, with the exception of individual offices, shall be mopped and / or vacuumed. All other areas shall be spot vacuumed / mopped	3X/Week * (* Rev. 4-29-08)

(4) Contractor shall damp-mop and buff resilient flooring in secondary corridors, passenger elevator, office areas, file rooms, lunchroom, and conference rooms. Spray buffing will not be allowed.	Weekly
(5) Contractor shall dust (with a treated cloth) horizontal surfaces of desks, tables, chairs, other furniture, and equipment (excluding computer key boards) if the areas are clear of papers, folders, etc. Dusted items shall be free of streaks. Washing and drying shall be performed to remove spills and stains to maintain a clean surface. Glass desktops shall be dried with an untreated cloth. Desk and work surface items shall not be moved unless requested.	Monthly * (* Rev. 4-29-08)
(6) Contractor shall remove spots, smudges, or other foreign markings on wall and door surfaces without causing unsightly discoloration to the adjacent wall surfaces.	Quarterly * (* Rev. 04-29-08)
(7) Contractor shall keep upholstered furniture free of dirt, dust, and other debris. Furniture bases, arm rests, and other non-upholstered areas shall be free of dirt, dust, and scuff marks. Stained or spotted upholstery shall be reported to Custodial Supervisor. Upholstery extraction shall be a reimbursable service.	As Needed
(8) Contractor shall disinfect and polish all drinking fountains, water coolers, and sinks keeping them free of mineral deposits and stains.	Daily
(9) Contractor shall clean Dry Marker boards. Only BPA-approved cleaner shall be used.	As Needed
(10) Contractor shall clean and polish interior windows on both sides.	Weekly
(11) Contractor shall wash the inside and outside of all waste receptacles.	As Needed (* 4-29-08)
(12) Contractor shall thoroughly dust all horizontal, vertical, and under surfaces approximately 70 inches and below.	Quarterly* (* 4-29-08)
(13) Contractor shall clean (by dusting and / or vacuuming) all surfaces and objects in the building, approximately 70 inches or more from the floor. This includes, but is not limited to, walls, Venetian blinds, door-checks, transoms, clocks, exposed pipes, duct work, high files, ledges, molding, tops of partitions, lockers, pictures, plaques, ventilating and air conditioning outlets, return grills, and ceiling areas.	Every 6 Months
(14) Contractor shall thoroughly vacuum upholstery and dust and / or damp clean non-upholstered parts.	Every 6 Months
(15) Contractor shall oil executive furniture in accordance with manufacturer's recommendations (using "Lemon Wax" or equivalent) including wall mounted whiteboard cabinet / frame. Contractor shall clean both sides of glass tables and glass desktops. (Executive furniture includes all wood furniture in private offices and conference rooms.)	As Needed
(16) Contractor shall spot clean carpets. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent areas of the carpet. The Contractor shall report damaged carpet to the COTR for repair or replacement.	As Needed
(17) Contractor shall shampoo carpets.	As Needed (* 4-29-08)
(18) Contractor shall thoroughly vacuum all carpeted surfaces.	Every 6 Weeks
(19) Contractor shall spot clean all wall surfaces (including doors) and report damaged walls to the COTR for repairs.	Every 4 Months

e. Conference Rooms

Service Description	Standard
(1) Contractor shall collect and remove all trash, debris, garbage, and waste paper to designated collection points as specified by BPA. Wastebaskets are to be emptied at the end of the space occupants' workday.	Daily
(2) Contractor shall keep wastebaskets free of debris and residue. Trash liners shall be used in all receptacles. Liners shall be replaced when soiled or damaged.	Daily
(3) Contractor shall keep floor surfaces free of spots, stains, obvious dirt, dust and other debris. Main traffic and use areas, with the exception of individual offices, shall be mopped and / or vacuumed. All other areas shall be spot vacuumed / mopped as needed.	3X/Week * (* Rev. 04-29-08)
(4) Contractor shall damp mop and buff resilient flooring in conference rooms. Spray buffing shall not be used.	Weekly
(5) Contractor shall return furniture to a standard layout, unless it is obvious that a scheduled conference is to be continued into the next day. Whiteboards shall be wiped free of accumulated markings, however, boards containing writing or formulas shall not be disturbed without consulting BPA. Only BPA approved cleaner shall be used on whiteboards.	Weekly
(6) Contractor shall clean and polish interior windows on both sides.	Weekly
(7) Contractor shall wash the inside and outside of all waste receptacles.	As Needed (* 4-29-08)
(8) Contractor shall thoroughly dust all horizontal, vertical, and under surfaces approximately 70 inches and below.	Every 6 Weeks *
(9) Contractor shall clean (by dusting and / or vacuuming) all surfaces and objects in the building, approximately 70 inches or more from the floor. This includes, but is not limited to, walls, Venetian blinds, door-checks, transoms, clocks, exposed pipes, duct work, high files, ledges, molding, tops of partitions, lockers, pictures, plaques, ventilating and air conditioning outlets, return grills, and ceiling areas.	Every 6 Months
(10) Contractor shall spot clean all wall surfaces (including doors and door frame) and report damaged walls to the COTR for repairs.	Every 4 Months
(11) Contractor shall shampoo carpets.	As Needed (* 4-29-08)

f. Entrances, Lobbies and Corridors (Including Handicapped Ramps)

Service Description	Standard
(1) Contractor shall collect and remove all trash, debris, garbage, and waste paper to designated collection points as specified by BPA.	Daily
(2) Contractor shall keep wastebaskets free of debris and residue. Trash liners shall be used in all receptacles. Liners shall be replaced when soiled or damaged.	Daily
(3) Contractor shall keep floor surfaces free of spots, stains, obvious dirt, dust and other debris. Main traffic and use areas, with the exception of individual offices, shall be mopped and / or vacuumed. All other areas shall be spot vacuumed / mopped.	Daily

(4) Contractor shall damp mop and buff resilient flooring in main and secondary corridors.	3X/Week * (* 4-29-08)
(5) Contractor shall provide floor mats and will place them in entranceways and lobbies during inclement weather.	As Needed
(6) Contractor shall keep floor mats clean and free of dirt, grime, stains, and excessive build-up or crusted material.	Daily
(7) Contractor shall restock plastic umbrella bag holders.	As Needed
(8) Contractor shall keep metal and brass surfaces (kick plates, push plates, push bars, and doorknobs) free of smears, smudges, or stains. They shall be clean, bright, and polished to a uniform luster.	Daily
(9) Contractor shall clean glass surfaces and thresholds so that they are free of dust, smudges, or spots.	Daily
(10) Contractor shall keep marble walls and stone wainscoting surfaces clean and free of smudges, dust, and stains.	Monthly
(11) Contractor shall disinfect and polish all drinking fountains, keeping them free of mineral deposits and stains.	Daily
(12) Contractor shall wash the inside and outside of all waste receptacles.	As Needed (* 4-29-08)
(13) Contractor shall machine scrub and topcoat existing floor finish. Contractor shall also strip and apply at least 1 coat of floor seal and 2 coats of floor finish when floor finish is diminished enough that top coating is not an option.	Annually
(14) Contractor shall shampoo carpets.	Every 6 Months
(15) Contractor shall clean door thresholds.	Annually

g. Stairways, Landings and Treads

Service Description	Standard
(1) Contractor shall keep floor surfaces free of spots, stains, obvious dirt, dust and other debris. Main traffic and use areas shall be mopped and / or vacuumed. All other areas shall be spot vacuumed / mopped as needed.	Daily
(2) Contractor shall keep railings, ledges, grilles, fire apparatus, and doors free of dust and foreign substances.	Daily
(3) Contractor shall keep glass surfaces clean and free of obvious dust, smudges, or spots.	Daily
(4) Contractor shall keep metal surfaces free of smears, smudges, or stains. The surfaces shall be clean, bright, and polished to a uniform luster.	Weekly
(5) The Contractor shall keep floor surfaces on interior use, non-standard, carpeted staircases free of spots, stains, obvious dirt, dust and other debris. Glass surfaces shall be clean and free of obvious dust, smudges, or spots. Chrome railings, ledges, mullions, and doors shall be free of dust and foreign substances.	Weekly

h. Passenger and Freight Elevators

Service Description	Standard
(1) Contractor shall keep floor surfaces free of spots, stains, obvious dirt, dust and other debris. Main traffic and use areas shall be mopped and / or vacuumed. All other areas shall be spot vacuumed / mopped as needed.	Daily
(2) Contractor shall damp mop and buff resilient flooring in secondary corridors, and passenger and freight elevators.	Weekly
(3) Contractor shall keep vertical, horizontal, and door surfaces clean and free of dirt, dust, and smudges.	Daily
(4) Contractor shall keep metal surfaces free of smears, smudges, or stains. The surfaces shall be clean, bright, and polished to a uniform luster.	Weekly
(5) Contractor shall keep floor tracks free of dirt, smudges / marks, or other matter.	Weekly
(6) Contractor shall thoroughly vacuum out grilles.	Monthly
(7) Contractor shall damp clean grilles.	Every 2 Months

i. Exterior Cleaning

Service Description	Standard
(1) Contractor shall police grounds and sidewalk areas to ensure they are free of paper, trash, bottles, and other discarded materials.	Weekly
(2) Contractor shall wash / wipe down granite and marble bordering sidewalks and entrances to remove accumulation of dust/dirt. Surfaces shall be clean and free of streaks, smudges/marks, and stains.	As Needed (* 4-29-08)
(3) Contractor shall clean and polish all chrome and bright work, including railings, so surfaces are free of dirt, smudges, stains, grime, and other matter and left bright in appearance.	As Needed (* 4-29-08)
(4) Contractor shall clean painted metal surfaces so they are free of dirt smudges, stains, grime, and other matter.	As Needed (* 4-29-08)
(5) Contractor shall wash down and clean ledges and vertical exterior wall surfaces to height of 1st floor windowsills.	Quarterly
(6) Contractor shall wash down and clean the entire dark marble/granite cladding to 18" above the top of the window frame, or to the white marble above the 1st floor windows.	Annually
(7) Contractor shall clean tables and chairs on terraces in warm weather months. Contractor shall clean cafeteria patio furniture all year round, if applicable.	Every 2 Months

j. Public Telephones

Service Description	Standard
(1) Contractor shall keep all vertical and horizontal surfaces clean and free of dirt, dust, smudges, or streaks. The phone instruments shall be cleaned and sanitized.	Weekly

k. Windows and Glass

Service Description	Standard
(1) Contractor shall clean exterior windows encompassing spandrel glass, glass over and in vestibule doors, and all plate glass around entrances, lobbies, vestibules, and office windows. Windows shall be free of dirt, grime, streaks, and moisture and shall not be cloudy.	Quarterly
(2) Contractor shall clean the inside surfaces of external windows. Window sashes, sills, woodwork and other surroundings of interior glass shall be wiped free of drippings and other watermarks.	Every 6 Months
(3) Contractor shall damp wipe / vacuum window coverings fabricated of individual metal, plastic, vinyl, fabric, or wooden slats, and associated hardware. Window blinds shall be free of all cobwebs, dirt, dust, lint, and tape residue, spots, stains, streaks, and cleaning film/marks, and feel free of film and residue.	Every 6 Months
(4) Contractor shall wash the exterior side of cafeteria windows, 905 building lobby windows, and east & west entrance vestibule windows. Wash interior glass of smoking room, both sides.	Monthly
(5) Contractor shall wash both sides of all office windows, to include glass partitions, and conference room relights.	Annually

l. Fitness Facility

Service Description	Standard
(1) Contractor shall follow the same service requirements as the Toilet Room and Shower sections outlined above.	See Requirements Above
(2) Contractor shall clean and disinfect lockers.	Upon Request *
(3) Contract shall extract carpets.	Quarterly
(4) Contractor shall clean shower ceilings.	Every 6 Months
(5) Contractor shall clean and sanitize individual vacant lockers.	Upon Request

m. Cafeteria - Seating Area

Service Description	Standard
(1) Contractor shall clean and polish bright work including railings and trim. Contractor shall clean air diffusers and return air grilles (exposed surfaces) and lighting fixtures in lower ceiling. All bright work shall have a polished, stain and streak free, lustrous appearance. Grilles and diffusers shall be clean and free of dirt, dust, grime, and removable stains.	As Needed (* Rev. 4-29-08)

(2) Contractor shall damp mop and buff resilient flooring in lunchroom and adjacent conference rooms.	Weekly
(3) Contractor shall clean furniture in seating area. Furniture shall be clean and free of dirt, dust, and other debris.	Annually (* 4-29-08)
(4) Contractor shall vacuum main use areas, all other areas shall be spot vacuumed.	As needed

n. Cafeteria - Kitchen, Serving, Scullery and Dishwashing Areas

Service Description	Standard
(1) Contract shall keep ceilings, walls, air diffusers, and return air grills clean and free of grease, dust, dirt, and grime, and shall be free of streaks, cloudy appearance, and water spots. The surface shall be restored to original condition free of stain/discoloration.	Quarterly
(2) Contractor shall power scrub floors so that they are free of grease, grime, dirt, and other debris. Areas behind/under equipment shall be clean and free of grease, grime, dirt, and other debris.	Every 4 Months
(3) Contractor shall damp mop and buff resilient flooring in kitchen, secondary corridors, and adjacent space.	Weekly
(4) Contractor shall clean ceilings and all wall surfaces above 5 feet to remove grease, dust, and any accumulation of material necessary to restore to condition free of stain/discoloration.	Annually
(5) Contractor shall thoroughly clean all surfaces of range, to include stove, oven, door, and all accessible surfaces.	N / A * (*4-29-08)
(6) Contractor shall, after close of business hours each Friday, remove refrigerator contents and clean inside and outside of refrigerator with warm sudsy water applied with soft cloth or sponge, removing flood spills and foreign matter. Abrasive substances will not be used.	N / A * (* Rev. 4-29-08)

o. Office Kitchen and Vending Areas

Service Description	Standard
(1) Contractor shall damp mop and buff resilient flooring in secondary corridors, kitchen/lunchroom, and vending rooms.	Weekly
(2) Contractor shall clean microwave oven interior of food spatter, etc., with a mild detergent in warm water applied with a soft sponge or cloth, or in accordance with manufacturers' recommendations.	Weekly
(3) Contractor shall clean the microwave oven exterior with a soft sponge or cloth with mild sudsy warm water. Abrasive substances will not be used.	Weekly
(4) Contractor shall clean the intake vent screen on the under side of microwave.	Monthly
(5) Contractor shall, after close of business hours each Friday, remove refrigerator contents and clean inside and outside of refrigerator with warm sudsy water applied with soft cloth or sponge, removing flood spills and foreign matter. Abrasive substances will not be used.	Weekly
(6) Contractor shall ensure that sinks, countertops, and cabinets are clean and bright, free of dust, food stains and streaks.	Daily

(7) Contractor shall remove contents of cabinets and thoroughly clean all interior surfaces.	Quarterly
(8) Contractor shall thoroughly clean all surfaces of range to include stove, oven, door, and all accessible surfaces.	Quarterly

p. Ramps, Driveways, Parking Garage, Trash Compactor, and Loading Dock Area

Service Description	Standard
(1) Contractor shall pick up trash and other debris in heavily used areas, especially around the trash compactor.	Daily
(2) Contractor shall inspect for grease tar and oil, and shall clean up any spills immediately. The Contractor shall clean oil slicks using an absorbent material that is disposed of properly.	Weekly
(2) Contractor shall thoroughly power sweep and power clean all parking levels.	Quarterly
(3) Contractor shall thoroughly sweep and damp mop loading dock area.	Monthly

q. Lighting

Service Description	Standard
(1) Contractor shall clean all light fixtures in the areas covered by this contract. This work includes washing side panels, louvers, diffusers, and damp-wiping the light tubes or bulbs.	Annually
(2) Contractor shall re-lamp, as needed, with new light tubes or bulbs provided by the Government, all light fixtures in the areas covered by this contract.	N / A * (*4-29-08)

r. JTS (Joint Tenant Space/Computer) Rooms

Service Description	Standard
(1) Quality Requirements in JTS room space shall be the same as room cleaning except that mop buckets shall be kept outside of room and mops shall be thoroughly rung to avoid excess moisture. All water shall be kept outside of the room except for damp mops.	weekly
(2) Contractor shall keep floor surfaces clean and free of debris or foreign matter. Walls, baseboards, and other surfaces including equipment shall be free of splashing and markings.	weekly

s. Health Unit

Service Description	Standard
(1) Contractor shall thoroughly clean exam rooms, including tables and counter tops and cabinet fronts, with cleaner/disinfectant. Otherwise quality requirements are same as room and toilet room cleaning.	daily
(2) Contractor shall keep floor surfaces clean and free of debris or foreign matter. Walls, baseboards, and other surfaces including equipment shall be free of splashing and markings.	daily

t. Bicycle Lockers

Service Description	Standard
(1) Contractor shall clean and disinfect bicycle lockers inside and out. They shall be free of odors, dirt, dust, grime, and other debris.	Annually

u Utility Work (Miscellaneous Custodial Work)

Service Description	Standard
(1) Contractor shall provide special cleaning in high use public areas as well as other occupied and parking garage/loading dock areas.	As Needed
(2) Contractor shall clean up following construction (alteration, remodeling, repair, and maintenance) activities to restore area to dust free level of cleanliness.	As Needed
(3) Contractor shall mop and other clean up work necessary to restore toilet rooms and other spaces having sinks and drains that may back up and overflow.	As Needed

v. Terrace Cleaning

Service Description	Standard
(1) Requirements for terraces are the same as those for exterior cleaning with inclusion of patio furniture which shall be washed / wiped down to remove accumulation of dust, dirt, and other debris. Terrace furniture shall be stacked and placed abreast of walls during inclement weather.	As Needed

w. Setup Services - HQ Building Complex

Service Description	Standard
(1) Contractor shall provide services to set up and dismantle furniture arrangements for meetings, in accordance with procedures established by the COTR. The set-up service shall be available for setup services from 7:00 a.m. to 4:00 p.m. .	As Requested
(2) Contractor shall provide full service Setup Services for Conference Rooms, Lobby, and Other General/Common Use Areas.	As Requested
(3) Contractor shall not be responsible for reservation and / or setup and operation of audio / visual equipment other than any BPA-provided sound systems.	As Requested

C. DELIVERABLES / SCHEDULE

- C.1 List of proposed cleaning detergents and chemicals to be used during the course of service. Submit within 60 days of the notice to proceed, and update the list annually within 10 days of the anniversary of the contract award. Submit to the COTR. (Section A.1.c.)
- C.2 Name and credentials of Lead Worker. Submit within 60 days of the notice to proceed. Submit to COTR. (Section A.4.a.)

- C.3 Custodial plan including periodic work schedule for frequent services. Submit within 60 days of the notice to proceed. Submit to COTR. (Section A.4.b.)
- C.4 Proposed list of personnel to be employed under this contract, and work schedules. Submit within 60 days of the notice to proceed. Submit to the COTR. (Section A.4.c.)
- C.5 Proposed response plan for a pandemic flu emergency, to be available upon request from the COTR. (Section A.4.d.)
- C.6. Log book of powered housekeeping equipment to be available to the COTR upon request. (Section B.1.(e))
- C.7. Proposed Quality Control Plan. Submit within 60 days of the notice to proceed. Submit to the COTR. (Section B.3.a.)

D. COMPENSATION

Work performed under this section is compensated under the terms of the base contract. Task Order work assignment will be compensated in accordance with the Schedule of Prices.

SECTION VII

GROUNDS MAINTENANCE

A.1 GROUNDS MAINTENANCE SERVICES

- a. The Contractor's performance will be evaluated based upon the landscaping quality requirements contained herein.
- b. The following specifications are minimum requirements that must be met. The Contractor shall furnish all labor, equipment, supplies, and supervision to ensure an acceptable appearance of specified areas at all times. Services performed under this Contract shall be subject to inspection and approval by BPA. In addition to the landscaping requirements outlined below, the Contractor shall follow these guidelines:
 - (1) The Contractor shall be responsible for replacement of all plants, trees, shrubs, grass, etc. unless the damage is caused by acts beyond the control of the contractor (weather, acts of God, etc.).
 - (2) The Contractor shall submit a proposal to BPA for approval before proceeding with the replacement of plants.
 - (3) Annual plants/flowers (if directed by BPA) shall be provided at the Government's expense.
 - (4) During warm summer months, the Contractor shall not use power equipment during declared "Clean Air Action Days".
 - (5) The Contractor shall request for the use of herbicides in writing to the COTR for approval and shall indicate:
 - (a) Herbicide to be used.
 - (b) Location, rate, and time of proposed application.
 - (c) Method and extent of application.
 - (d) Type of equipment to be used.
 - (e) Qualifications of the applicator.
 - (6) The Contractor shall employ the following procedures when applying herbicides
 - (a) All personnel involved in apply herbicides under this contract shall possess a valid license (pesticide operator or applicator) as required by the State in which the application is performed.
 - (b) The use of high-pressure, orchard-type spray nozzles will not be permitted.
 - (c) The Contractor shall follow all label directions when applying any herbicide product.
 - (7) The Contractor shall replace turf, trees, or shrubs damaged from the application of herbicides at no cost to BPA.

- (8) The Contractor shall plant any plant material provided by the government using the best local horticultural requirements, including minimizing irrigation requirements. Seasonal plant color spot materials will be reimbursed by the Government.
 - (9) The Contractor shall be responsible for repairing damage to plants, lawns, or building when caused by careless handling of sprinkling equipment. Sprinklers shall not be set in such a position as to hinder access to buildings, throw water into doorways, windows, porches, parked cars, or onto parking areas.
 - (10) Water for irrigating other than that used through underground irrigation systems shall be drawn only from designated hose bib or stand pipes.
- c. Only landscapers approved by BPA may be used at BPA facilities.

A.2. SUPERVISION

The Contractor shall provide an English speaking, Superintendent who, in addition to performing regular tasks, shall have authority to represent the Contractor in day-to-day dealings with BPA and to ensure performance. When contract work is performed at times when the Superintendent is not present, an individual shall be designated to act in like capacity for the Superintendent. The Contractor shall notify the COTR of any individual so designated and of any subsequent change to this designation.

A.3. QUALITY STANDARDS

All workmanship shall be of the highest quality and conform to the accepted standards of the trade.

B1. GROUNDSKEEPING PLAN

- a. The Contractor shall submit a Landscape Maintenance Plan to the COTR within 45 days following the notice to proceed. The plan shall describe the approach for maintaining any existing ornamental plantings in a way that preserves their health and visual appeal. The contractor may propose alternative plantings that require less maintenance or less water, based on current best practices for landscape design. The Contractor shall submit an updated landscape maintenance plan to the COTR 60 days prior to the anniversary of the contract award.
- b. The plan shall list all trees, shrubs, and foliage by species, and include:
 - (1) Schedule of tasks.
 - (2) Frequency of tasks.
 - (3) A procedure to notify the COTR of completion of tasks
 - (4) A plan for seasonally refreshing any annual plants.

- (4) Background information on any sub-contractors that will be leveraged.
- c. The Contractor shall provide a list of all chemicals and their product data sheets with the Landscape Maintenance Plan. The Contractor shall update the listing when changes occur, or at least annually.
- d. For the purpose of maintaining security, the Contractor shall, prior to performance start date, provide the COTR with a list of all employees (including subcontractors, if any) who will perform under this contract. At a minimum, the Contractor shall provide information required for BPA security purposes before any employee may start work.
- e. Government use of grounds areas and adjacent facilities is anticipated while the work required under this contract is being performed. The Contractor shall plan and accomplished the specified work so that there will be a minimum of interference and inconvenience to occupants and agencies in the vicinity and to other craftsmen who may have to do work in these areas. The Contractor shall be responsive to changing situations prompted by such activities.

B.2. SUPPLIES, MATERIALS, AND EQUIPMENT

The Contractor shall furnish all supplies necessary for the performance of the work of this Contract unless otherwise specified herein.

B.3. SAFETY AND SECURITY

Certain inherent hazards exist in any high voltage facility. Personnel working at such facilities must be aware of these hazards and have enough knowledge of working precautions to move about safely. Additionally, security is required to protect the facility from unauthorized entry.

B.4. RESPONSE TIMES

- a. The COTR may request additional landscaping services from the contractor, such as the replacement of trees, shrubs or the spreading of bark. Such work will be documented via an OSR (Office Service Request, BPA Form 1400.04e). .
- b. The contractor shall respond verbally within four (4) hours and/or physically within twenty-four (24) hours, to any service requests by BPA.

B.5. SPECIFICATIONS

a.. Turf Maintenance

Service Description	Standard
(1) Contractor shall cut lawns to a uniform height. Mowing of lawns shall be accomplished with an approved mower. As directed by COTR some lawns may be maintained using a mower, weed eater, or other approved methods of grass control. The Contractor shall maintain mowing blades in a sharp condition to provide a clean, even cut, and shall adjust mowing equipment to prevent scalping or uneven mowing. The Contractor shall prevent rutting and damage to trees and shrubs.	Between 2 and 3 inches
(2) Contractor shall pick up and dispose of all debris, rocks, and litter on all grounds prior to each mowing. Litter includes paper, plastic, bottles, cans, cardboard, rags, and other foreign material. Litter, debris, and rocks shall be transported to the BPA-furnished dumpsters located on the grounds or hauled off site.	As Needed
(3) Contractor shall remove visible grass clippings from ground areas. Grass clippings deposited on driveways, sidewalks, gutters, parking areas, adjacent streets, lawn areas, and shrub beds as a result of mowing, trimming, and edging operations shall be cleared promptly after completing the above operations. Grass clippings shall be transported to the BPA-approved dumping location or hauled off site.	Within 24 Hours of Mowing
(4) Contractor shall remove fallen leaves and small limbs from all lawn areas including adjacent roads, walkways, parking areas, and storm drains. The Contractor shall transport the leaves and debris to a designated dumping location.	As Needed
(5) Contractor shall trim grass around trees, shrubs, post, poles, along buildings, water hydrants, sprinklers, along fence lines, and parking lot bumper blocks so that grass height does not exceed 1.5 times the current height of the adjacent grass in that area. Contractor shall exercise extreme care when using weed eaters for trimming around the base of the trees and shrubs to avoid breaking the bark. Approved herbicides may be used around trees, posts, fences, etc.	As Needed
(6) Contractor shall edge sidewalks, driveways, street curbs, shrub, flower and vine beds, and other similar objects adjacent to lawn areas in the Class A lawn areas. Contractor shall trim areas directly adjacent to asphalt surfaces in lieu of edging.	As Needed
(7) Contractor shall aerate / thatch turf based on the current needs of the turf.	As Needed
(8) Contractor shall eradicate and remove weeds on building grounds in order to present a neat, well maintained appearance at all times. Weeds shall be eradicated from cracks in sidewalks and terrace pavers.	As Needed
(9) Contractor shall control weeds in gravel storage areas. All control methods shall be approved by the COTR prior to being applied.	As Needed
(10) Contractor shall apply fertilizer to grass to sustain healthy plant growth and uniform color. Contractor shall work with the COTR to determine the appropriate N-P-K ratio.	Every 6 Months
(11) Contractor shall apply fertilizer to shrub beds to sustain healthy plant growth and uniform color.	As Needed

b. Tree and Shrub Maintenance

Service Description	Standard
(1) Contractor shall accomplish all work necessary to maintain trees, shrubs, hedges, roses, and ground covers located on grounds. The replacement of trees, shrubs or the spreading of bark may be added via an Office Services Request. Materials and plantings shall conform to industry standards as outlined in American Standards for nursery stock.	As Needed
(2) Contractor shall prune shrubs and vines to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Contractor shall keep growth from encroaching on signs, walkways, driveways, signs, windows, and ventilation units. Contractor is responsible for pruning trees up to 15' tall.	As Needed
(3) Contractor shall shear all formal hedges to maintain desired shape and height.	As Needed
(4) Contractor shall remove dead or damaged portions of plants whenever possible.	As Needed

c. Insect, Pest, and Disease Control

Service Description	Standard
(1) Contractor shall develop and implement a control program, which is preventive as well as remedial. Contractor shall be liable for all phototoxic reactions. Insecticides, fungicides and herbicides shall conform to all local, state and federal regulations.	As Needed
(2) Contractor shall control slugs.	As needed

d. Ground and Cover Beds

Service Description	Standard
(1) Contractor shall replenish mulched areas and keep them level with adjacent sidewalks.	As Needed
(2) Contractor shall treat mulched areas with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall may be removed by hand and disposed of. Weeds less than 2" tall may be treated with approved post-emergence herbicides.	As Needed

e. Irrigation

Service Description	Standard
(1) Contractor shall inspect, test and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to insure that watering times are properly set to maintain vegetation using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, walkways, driveways, and buildings. The sprinkler system will be checked after each mowing for any damages. Contractor shall repair any damages at Contractor's expense, within 24 hours.	Monthly

(2) Contractor shall open sprinkler system in the spring and close it in the fall. Contractor shall shut off sprinkler systems and winterize by injecting air pressure into headers, opening the automatic control valves one at a time until all water is removed. Damage to sprinkling systems caused by the Contractor or failure to properly winterize systems shall be promptly repaired by the Contractor at their expense.	Annually (spring & fall cycle)
(3) Contractor shall water all vegetation in planters by hand, unless there is an installed irrigation system.	As Needed
(4) Contractor shall initiate, check and adjust sprinklers, sprinkling systems and/or timers to maintain proper coverage and operation. The Contractor shall arrange for any needed repairs to irrigation system.	Weekly

f. Snow and Ice Removal

Service Description	Standard
(1) Contractor shall remove snow and ice from all entrance steps and landings, sidewalks, driveways, parking areas, and approaches before the building occupants report for work and on a continuous basis thereafter when accumulations of snow reach two inches (2") or any ice exists on walkways. Deicing chemical compounds, not detrimental to the walkway surface or the environment, may be used where practical.	BPA-directed On-call/response plan will be activated during predicted weather emergency to assure building access.
(2) Contractor shall continue to provide snow and ice removal throughout the workday and weekends as necessary for accessibility and/or to eliminate hazards.	As Needed

g. Pressure Washing

Service Description	Standard
(1) Contractor shall pressure wash concrete and masonry landscaping features, such as terrace pavers, curtain wall, side walks, and planter boxes. All pressure washing to be done after normal business hours. Pressure washing of sidewalks shall not leave spray patterns from improper tip sizing.	Annually

h. Exterior Color: Flower Installation and Maintenance

Service Description	Standard
(1) Contractor shall perform seasonal color change. All plants selected must be compatible with the microclimate in which they are installed.	As needed
(2) Contractor shall fertilize, water, prune and trim spent or dead blooms, including stems, declining foliage, and plant debris to promote lush, healthy and colorful displays.	As needed
(3) Contractor shall use plant material that is of finished size per American Association of Nurseries (AAN) standards and shall be of optimum quality and aesthetically acceptable size when installed, all nursery tags shall be removed.	As needed

(4) Contractor shall ensure that all finished soil grades are smooth, free of soil clumps, debris, and lower than container rims, sills, sidewalks, or curbs in order to prevent soil and water runoff.	As needed
(5) Contractor shall thoroughly clean work areas (sills, curbs, walkways, benches, container surfaces, staging areas, etc.) before leaving the work site.	As needed

h. Landscape Specialist

Service Description	Standard
(1) Contractor shall employ the services of a Landscape Specialist. The Landscape Specialist must have a minimum of an Associates Degree specializing in horticulture or a trade school degree / certificate in the landscaping / grounds maintenance trades.	As Needed

C. DELIVERABLES / SCHEDULE

- C.1. Landscape maintenance plan, to include list of proposed chemicals. Submit within 45 days following the notice to proceed. Submit to the COTR. (Section B.1.a.)
- C.2. Updated landscape maintenance plan. Submit 60 days prior to each contract anniversary. Submit to the COTR. (Section B.1.a.)
- C.3. List of employees and subcontractors. Submit prior to performance start date. Submit to the COTR. (Section B.1.d.)

D. COMPENSATION

Work performed under this section is compensated under the terms of the base contract. Task Orders for additional work will be compensated in accordance with the Schedule of Prices.

SECTION VIII

PROJECT PLANNING & MANAGEMENT

A.1. GENERAL REQUIREMENTS

- a. The Contractor shall provide support to BPA in planning and managing facility-related projects not otherwise covered in this contract. Although the volume of project work varies each year, the Contractor's effort is expected to require a full-time, on-site, project manager as well as staffing for engineering support.
- b. The Contractor shall furnish all the supervision, materials, labor, planning, and coordination necessary to plan and manage projects. Projects may include alterations, equipment retrofit or installations, abatement, floor reconfiguration, or other facility work not covered or required under other parts of this contract.

A.2. PROJECT PLANNING AND REVIEW

- a. Upon request from the COTR, the Contractor shall provide a project plan to include, at a minimum, the following:
 - (1) Description of project requirements, including sketches and equipment specifications, if applicable.
 - (2) Review of technical specifications and drawings for accuracy, quality, and feasibility.
 - (3) Engineering analysis to include the following:
 - (a) Potential project impacts on facility systems, operations, and occupancy.
 - (b) Calculations of energy usage changes, if any.
 - (c) Feasibility analysis and summary of alternatives.
 - (4) Recommended subcontracting sources.
 - (5) Schedule, including key project milestones.
 - (6) Estimated reimbursable labor hours of Contractor personnel, identified in appropriate price schedule. Pricing shall indicate regular or overtime hours. The hourly rates will be divided into the following basic work elements:
 - (a) HVAC (includes pipe fitting, steam fitting, air conditioning/refrigeration),
 - (b) Electrical,
 - (c) Carpentry (includes woodworking, drywall work, plasterwork, and painting), and
 - (d) Utility Helper (includes non-journey level work supervised by journey level staff).
 - (7) Estimated material cost and recommended sources.

- c. BPA reserves the right to perform or to contract the planning or management of any alteration work, in which case the Contractor shall assure effective coordination with BPA or the contracted project team.

A.3 AUTHORIZATION AND NOTICE TO PROCEED

- a. With the exception of Paragraph A.2.(b) below, the Contractor shall not perform any reimbursable work for planning or managing building alterations under this contract until after receipt of a task order (release) issued by the CO. BPA has no obligation to reimburse work performed by the Contractor prior to issuance of a valid task order.
- b. The COTR may grant written approval for projects not exceeding \$2,000 by either e-mail or OSR (Office Service Request, BPA Form 1400.04e). The CO will follow-up on the COTR's approval by issuing a task order.

B. SPECIFICATIONS

B.1. GENERAL REQUIREMENTS.

- a. During the course of work on projects, the Contractor shall perform the following:
 - (1) Track and monitor project schedules and budget. For any project exceeding \$20,000 in subcontractor costs or as otherwise directed by the COTR, submit monthly progress updates in Gantt chart format to the COTR.
 - (2) Ensure safe work conditions. Prepare a site safety plan for each project and submit to COTR prior to start of work. Conduct site safety meetings as necessary. Provide immediate response to and correction of unsafe work conditions and inform the COTR of condition and actions taken. Inform the COTR immediately of any accidents, injuries or death.
 - (3) Review submittals, change requests, and invoices. Provide recommendations for approval of these documents to the COTR.
 - (4) Coordinate work with engineers, architects, or designers.
 - (5) Establish and implement cost control measures to obtain best value for BPA.
 - (6) Ensure work quality in accordance with applicable regulations and standards.
 - (7) Maintain the architectural, electrical, mechanical, structural, and plumbing "as-built" drawings to reflect current building conditions, in accordance with Section V, Drawings Management.
- b. The Contractor shall oversee projects as necessary to assure timely and effective outcomes. The Contractor shall:

- (1) Coordinate all work to assure least interruption to building occupants and business functions. Coordinate the work with others using the premises, including Government agencies, the COTR, and other contractors.
- (2) Coordinate with the COTR on procedures concerning on-site supervision of the project, delivery or storage of materials, use of approaches, corridors, stairways, and elevators; location of partitions; eating spaces for the Contractor's employees, etc.
- (3) Coordinate and receive material deliveries. Ensure use of delivery points, routes and load limits as approved by the COTR. Ensure minimal disruption to BPA operations and personnel. Review delivered materials to recommend acceptance to COTR.
- (4) Monitor BPA contractor performance for compliance with BPA contracts.
- (5) Coordinate contractor access to secure or locked work locations in accordance with BPA security requirements.

B.2. HANDLING OF GOVERNMENT FURNISHED MATERIAL

- a. The Contractor shall ensure proper handling of Government-furnished equipment in accordance with the following:

- (1) Transport any Government-furnished materials to be used on projects from either a storage area within the building or from a remote storage area as identified.
- (2) Store and maintain an inventory of additional or remaining materials not used on each project. This extra equipment may include the following:
 - (a) Doors, frames, and finished door hardware.
 - (b) Boxes of carpet tile.
 - (c) Light fixtures.
 - (d) Ceiling tiles.
 - (e) Raised floor panels and pedestals.

- b. The Government may provide a storage area, possibly outside the HQ building complex but within the Portland metropolitan area.

C. DELIVERABLES / SCHEDULE

- C.1. Proposal for each project. Submit prior to start of work. Submit to the COTR. (Section A.2.a.)
- C.2. Periodic project status reports. Submit monthly. Submit to the COTR. (Section B.1.a.)
- C.3. Site Safety Plan. Submit prior to start of work. Submit to the COTR. (Section B.1.a.(2)).

C.4. "As-built" alteration drawings. Submit upon completion of all work t. (Section B.1.a.(7).)

D. COMPENSATION

Labor associated with contractor trades personnel (HVAC, Electrical, Carpentry, Utility Helper) will be compensated in accordance with the Contract Price Schedule and at the quantity established by the release. All other project planning and management work described in this section is included in the fixed price portion of this contract.

SECTION IX

INCENTIVE PROGRAM

The Contractor may propose a plan to reward employees for contributing to the overall success of the partnership between the Contractor and BPA, subject to review and approval by the CO.

BPA will reimburse any Contractor, full-time employees for an awards program at an amount not-to-exceed \$20,000 annually. This Awards program will be aligned with the Agency level program and will be directly related to BPA goals and targets established on a Fiscal Year basis, or the KPIs referenced in Section III.

The COTR will provide instructions regarding the implementation of such program.

SECTION XI

SAFETY PLAN

- A. In addition to the requirements contained in elsewhere in this document, the Contractor shall develop and submit a proposed Safety Plan, which at a minimum, assures that employees will receive training as follows:

Annual training for employees in compliance with OSHA requirements, using the services of qualified experts:

Bloodborne Pathogens (Certified Industrial Hygienist or Registered/Licensed Practicing Nurse)

Fall protection

Confined space

The Contractor shall have the capacity to provide non-entry rescue in applicable, permit-required, confined spaces.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
OFFICE SERVICES REQUEST**

Completed by Office Services	
Project Number	CMMS Number

Please fill out Section A only and e-mail as an attachment to Office Services.

A. Completed by Requesting Organization

1. Customer Name	2. Routing	3. Telephone Number	4. Date Needed
5. Contact Name	6. Routing	7. Telephone Number	
8. Request Description (Include Location)			

B. Completed By Office Services Only

1. WO (BPA Assign)	2. Task	3. Date
4. Release Information		
<input type="checkbox"/> 001 Standard	<input type="checkbox"/> 002 Above Standard	<input type="checkbox"/> 003 Space
<input type="checkbox"/> New	<input type="checkbox"/> Release No.	_____
5. Not to Exceed: _____		

C. Completed By CFM

Cost Estimate

1. Labor	2. Materials	3. Total
4. Cost Estimated By	5. Date	

D. Completed By Authorized Personnel Only

1. Approved By (COTR)	2. Date	3. Work Completed By	4. Date
5. Final Cost	6. CPA Number	7. BPA Inspection	8. Date

EQUIPMENT LIST

Facility Profile

Extracts from 2006 BOMA The Building of the Year Award Submission

**BONNEVILLE
POWER ADMINISTRATION**

MASTER AGREEMENT

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

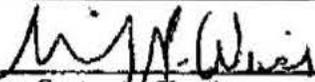
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED
Performance Period: 07/01/08 - 09/30/11

Payment Terms: \$ Days Net 30


Contractor Signature
Michael P. Wise Project Mgr
Printed Name/Title
9/17/09
Date Signed


BPA Contracting Officer
Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Contract Amendment

Title : 3 MONTH EXTENSION TO YEAR 1 (INCLUDES ALL RELEASES)
Amendment: 001
Amended Performance Period: - 09/30/11
Amendment Value:
Pricing Method: NO FUNDS OBLIGATED

Contract No. 38523
Release 0
Amendment 1

The purpose of this amendment is to extend the expiration date by three (3) months so that it will align with the end of the fiscal year. This extension applies to all releases on this master contract.

All other terms and conditions remain unchanged.

<End of Amendment>

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Kevin Ingley

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: 3 Days Net 30

Performance Period: 07/01/08 - 09/30/12

Contractor Signature

KEVIN INGLEY SENIOR VP

Printed Name/Title

28 SEP 11

Date Signed

BPA Contracting Officer

9-29-11

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : HQ CONSOLIDATED FACILITIES MGMT EXERCISE OPTION YEAR 1

Modification: 002

Modified Performance Period: - 09/30/12

Modification Value:

Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

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Release : 00000
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Kevin Ingley

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 07/01/08 - 09/30/12

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : HQ CONSOLIDATED FACILITIES MGMT EXERCISE OPTION YEAR 1
Modification: 002
Modified Performance Period: - 09/30/12
Modification Value:
Pricing Method :

Scope of Work Attached

Contract 38523-000
Modification 2
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

In accordance with the Clause 7-7 Performance Period and Options this Master Agreement is hereby modified as follows:

1. Exercise option year one (1) and extend the performance period from September 30, 2011 to September 30, 2012.

All other terms and conditions remain unchanged.

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:
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12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

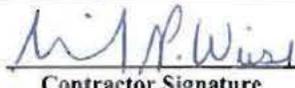
Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Kevin Ingley

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 07/01/08 - 09/30/12


Contractor Signature
Michael P. Wise / Project Mgr
Printed Name/Title
12/28/11
Date Signed


BPA Contracting Officer
12-28-11
Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : HQ CONSOLIDATED FACILITIES MGMT-NAME CHANGE TO G4S....
Modification: 003
Modified Performance Period: -
Modification Value:
Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Kevin Ingley

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 07/01/08 - 09/30/12

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : HQ CONSOLIDATED FACILITIES MGMT-NAME CHANGE TO G4S....
Modification: 003
Modified Performance Period: -
Modification Value:
Pricing Method :

Scope of Work Attached

38523-000
Modification 3

**ADMINISTRATIVE -NAME CHANGE FROM ALL STAR FACILITY
SERVICES, LLC TO G4S INTEGRATED FACILITIES SERVICES, LLC**

In accordance with the Contractor's Name Change BPI (14.3.5), this Master Agreement is hereby modified as follows:

1. This modification is for the change in name from All Star Facility Services, LLC (ALLSTAFSA-00) to G4S Integrated Facilities Services, LLC (G4INFASE-00). A change of name agreement has been signed and has been filed with the Master Agreement 38523-000

2. A New Vendor Profile document was received.

All other terms and condition remain unchanged

- For all administrative matters refer to the BPA Contracting Officer: Glenn Nishida, (360) 619-6099 email ganishida@bpa.gov

BONNEVILLE
POWER ADMINISTRATION

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: RELEASE FOR CONSOLIDATED FACILITIES MGMT OF HQ

Total Value : \$7,398,990.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

	
Contractor Signature	BPA Contracting Officer
Michael P. Wiese / Project Mgr	9/23/09
Printed Name/Title	Date Signed
9/23/09	
Date Signed	

Contract Amendments

Title : 3 MONTH EXTENSION TO YEAR 1 (INCLUDES ALL RELEASES)
Amendment: 001
Amended Performance Period: - 09/30/11
Amendment Value:
Pricing Method :

Contract No. 38523

Release 1

Amendment 1

The purpose of this amendment is to extend the expiration date by three (3) months so that it will align with the end of the fiscal year. This extension applies to all releases on this master contract.

All other terms and conditions remain unchanged.

<End of Amendment>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

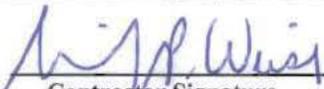
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: RELEASE FOR CONSOLIDATED FACILITIES MGMT OF HQ

Total Value : \$7,524,523.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wiese / Project Mgr
Printed Name/Title
8/18/10
Date Signed


BPA Contracting Officer
8-1-10
Date Signed

Contract Modifications

Title : UNION NEGOTIATED CUSTODIAL SERVICE ADJUSTMENT
Modification: 002
Modified Performance Period: -
Modification Value: \$125,533.63
Pricing Method :

**Contract 38523
Release 1
Modification 2**

The purpose of this amendment is to adjust this contract release to reflect prior mutual agreements for Custodial Health and Welfare for the period April 1, 2009 to March 30, 2010 (an increase of \$(b) (4)), and the Collective Bargaining Agreement, effective April 1, 2010 to September 30, 2011 (an increase of \$(b) (4)).

As a result, the total amount for this Contract Release is increased by \$125,533.63, from \$7,398,990.00 to \$7,524,523.63.

All other terms and conditions remain unchanged.

Recapitulation:

Current Release Value		\$7,398,990.00
Health and Welfare	\$ (b) (4)	
Collective Bargaining Agreement	\$(b) (4)	
Total Increase, Amendment 2	\$ 125,533.63	
Total Contract Amount		\$ 7,524,523.63

<End of Modification 2>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

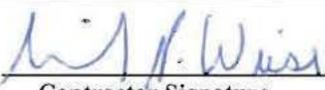
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

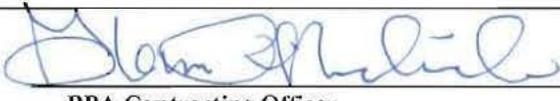
Attn: Sean MacLean

Contract Title: RELEASE FOR CONSOLIDATED FACILITIES MGMT OF HQ

Total Value : \$8,024,523.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wiese / Project Mgr
Printed Name/Title
8/1/11
Date Signed


BPA Contracting Officer
8-1-11
Date Signed

Title : ADD FUNDS
Modification: 003
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: RELEASE FOR CONSOLIDATED FACILITES MGMT OF HQ

Total Value : \$8,024,523.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : ADD FUNDS
Modification: 003
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

**Contract 38523
Release 1
Modification 3**

The purpose of this modification is to provide additional funding to complete Fiscal Year 2011.

As a result, the total amount for this Contract Release is increased by \$500,000.00, from \$7,524,523.63 to \$8,024,523.63.

All other terms and conditions remain unchanged.

Recapitulation:

Current Release Value	\$7,524,523.63
Total Increase, Amendment 3	\$ 500,000.00
Total Contract Amount	\$8,024,523.63

<End of Modification 3>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

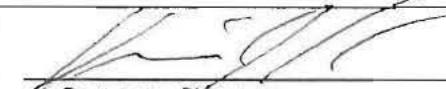
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn:

Contract Title: RELEASE FOR CONSOLIDATED FACILITES MGMT OF HQ

Total Value : \$8,126,976.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 Contractor Signature KEVIN INGLE Printed Name/Title Senior VP 28 SEP 11 Date Signed	 BPA Contracting Officer 9-29-11 Date Signed
---	---

Title : EXTEND PERIOD OF PERFORMANCE & ADD FUNDING FOR FY11
Modification: 004
Modified Performance Period: - 09/30/12
Modification Value: \$102,453.00
Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn:

Contract Title: RELEASE FOR CONSOLIDATED FACILITES MGMT OF HQ

Total Value : \$8,126,976.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : EXTEND PEROID OF PERFORMANCE & ADD FUNDING FOR FY11
Modification: 004
Modified Performance Period: - 09/30/12
Modification Value: \$102,453.00
Pricing Method :

Scope of Work Attached

**Contract 38523-001
Modification 4
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT**

In accordance with the Clause 7-7 Performance Period and Options this Release is hereby modified as follows:

1. Extend the performance period from September 30, 2011 to September 30, 2012.
2. Additional Funding in the amount \$102,453.00 is added to complete Fiscal Year 2011 performance and payment (Modification 1 extended this release by three months to coincide with the Fiscal Year End, but did not add funding for the additional three months of performance).
3. Pricing and funding for Fiscal Year 2012 shall be added to this release via separate modification.

All other terms and conditions remain unchanged.

Recapitulation:

Contract Total Amount through Modification Number 3	\$8,024,523.63
Increase to Contract Total Amount, Modification Number 4	\$ 102,453.00
Resulting Contract Total Amount	\$8,126,976.63

<End of Modification Number 4>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

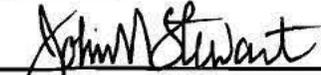
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn:

Contract Title: RELEASE FOR CONSOLIDATED FACILITIES MGMT OF HQ

Total Value : \$8,626,976.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30



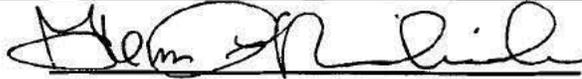
Contractor Signature

JOHN N. STEWART, Senior Vice President

Printed Name/Title

12/14/2011

Date Signed



BPA Contracting Officer

11-4-11

Date Signed

Contract Modifications

Title : INCREASE/ADD PARTIAL FUNDING FOR OPTION YEAR ONE

Modification: 005

Modified Performance Period: -

Modification Value: \$500,000.00

Pricing Method :

**Contract 38523-001
Modification 005
RELEASE FOR CONSOLIDATED FACILITIES MGMT OF HQ**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$8,126,976.63 to NTE \$8,626,976.63. This is a partial funding of Option year (1) FY 12. Additional funding will follow on a separate modification.
2. Break down of Direct Costs is attached for Option year (1).
3. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$8,126,976.63
Increase in Estimated Cost by this Modification 005	<u>500,000.00</u>
Total Estimated Cost	\$8,626,976.63

<End of Modification Number 005>

Breakdown of Direct Costs - Option Period III
Headquarters Spreadsheet
Scenario 1: 1 Base Period and 5 Option Periods

(b) (4)

		NonRes onsive

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

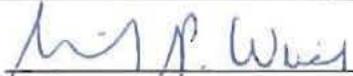
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn:

Contract Title: RELEASE FOR CONSOLIDATED FACILITIES MGMT OF HQ

Total Value : \$8,626,976.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 Contractor Signature	 BPA Contracting Officer
Michael P. Wise / Project Mgr Printed Name/Title	12-28-11 Date Signed
12/28/11 Date Signed	

Title : ADMINISTRATIVE MOD FOR NAME CHANGE

Modification: 006

Modified Performance Period: -

Modification Value:

Pricing Method :

Scope of Work Attached

38523-001
Modification 006

**ADMINISTRATIVE -NAME CHANGE FROM ALL STAR FACILITY
SERVICES, LLC TO G4S INTEGRATED FACILITIES SERVICES, LLC**

In accordance with the Contractor's Name Change BPI (14.3.5), this Release is hereby modified as follows:

1. This modification is for the change in name from All Star Facility Services, LLC (ALLSTAFSA-00) to G4S Integrated Facilities Services, LLC (G4INFASE-00). A change of name agreement has been signed and has been filed with the Master Agreement 38523-000

2. A New Vendor Profile document was received.

All other terms and condition remain unchanged

- For all administrative matters refer to the BPA Contracting Officer: Glenn Nishida, (360) 619-6099 email ganishida@bpa.gov

Hyperlink to SOW Deliverables.pdf

<W:\NSSV\ Projects\Glenn Nishida\Projects\38523 HQ All Star\38523 Release 1\SOW Deliverables.pdf>

SOW Section/Topic	Pg #	Section #	Deliverable	Description	Due When	Recipient	BPA Response
INTRODUCTION							
Condition Assessment	4	I.B.1	Initial Deficiency Report	Initial inspection of entire building & systems	Within 45 days of the notice to proceed	CO	
Contract compliance	4	I.B.2	Quality Control Plan	Inspection plan (See also P. 12)	Within 60 days of the notice to proceed & annually within 10 days of the contract anniversary	COTR	
FACILITIES MANAGEMENT							
Workload mgmt	9	II.B.1.b	Service Request Logs	CMMS record of service request tracking	Available for review upon request	COTR	
Cost management	11	II.B.3.b	Cost Estimates	Itemized list of expected costs	Prior to start of any major repair work	COTR	
Contract compliance	12	II.B.4	Quality Control Plan	Same as p.4	Within 60 days of the notice to proceed & annually within 10 days of the contract anniversary	COTR	
Emergency Response	12	II.B.5	Emergency Operating Plan	Plan for assuring continuity of building operations	Within 60 days of the notice to proceed	COTR	
Emergency Response	13	II.B.7	Contractor Call Back List	After hour contacts & phone numbers	Provide up-to-date list	COTR	
Personnel Qualifications	13	II.B.8	Program Manager Resume	Qualifications for Program Manager	Prior to assignment of Program Manager to contract	CO	
Personnel Qualifications	14	II.B.9	Supervisory Employee Resumes	Qualifications for key personnel	Prior to assignment of supervisor(s) to contract	CO	
Employee Identification	14	II.B.10	Sample Uniform		Prior to start of contract	COTR	
OPERATIONS & MAINTENANCE							
System maintenance	16	IV.A.3.a	Preventive Maintenance (PM) Program	Maintenance plan for all equipment and systems	Within 45 days of the notice to proceed & annually within 10 days of the contract anniversary	COTR	
System maintenance	16	IV.A.3.b	Annual PM Schedule	List of planned dates for scheduled maintenance	Prior to the contract start date and annually within 10 days of the contract award	COTR	
System maintenance	17	IV.B.1.a	Updated Equipment List	Inventory of building equipment	Within 60 days prior to the anniversary of the contract	COTR	
System maintenance	17	IV.A.3.c	PM Status Reports	Current reports on equipment condition & maintenance history	Available upon request	COTR	

SOW Section/Topic	Pg #	Section #	Deliverable	Description	Due When	Recipient	BPA Response
System maintenance		IV.A.3.d	Historical PM Records	All records related to preventive maintenance	Within 30 days of contract termination	COTR	
Electrical system	20	IV.B.2.c	Electrical system analyses	Engineering studies in support of system operations	Available upon request	COTR	
Electrical system	20	IV.B.2.d	Certified inspection reports	Records of any electrical inspections	By July 1 of each year	COTR	
Critical system maintenance	21	IV.B.3.b	O&M Plan for Critical Systems	Plans to assure the availability of key electrical and mechanical systems	Within 45 days of the notice to proceed & annually within 10 days of the contract anniversary	COTR	
Fire system	21	IV.B.3.c	Monthly Fire Alarm System Logs	Findings concerning the operational condition of the fire system	Available upon request	COTR	
Health & Safety	22	IV.B.5.b(2)	Initial water analysis report & Water treatment program	Plan for maintaining safe water quality	Within 60 days of the notice to proceed & as needed to document changes	COTR	
Health & Safety	22	IV.B.5.b(2)	Water treatment logs	Records of chemicals used for water treatment	Available upon request	COTR	
Health & Safety	22	IV.B.5.b(3)	Biocide treatment methods	Proposed water treatment chemicals	Prior to use	COTR	
Health & Safety	22	IV.B.5.b(4)	Quarterly water quality tests	Analyses by qualified chemist	Available upon request	COTR	
Building Mgmt. Systems	23	IV.B.6.b(3)	Building Automation System (BAS) Operations Log	Records of building automation system incidents & condition	Available upon request	COTR	
Building Mgmt. Systems	23	IV.B.6.b(4)	Emergency Procedures	Response plan for BAS alarms	Within 60 days of the notice to proceed	COTR	
Building Mgmt. Systems	23	IV.B.6.b(5)	BAS Maintenance Plan	Preventive maintenance plan	Within 60 days of the notice to proceed	COTR	
Building Mgmt. Systems	23	IV.B.6.b(7)	Energy Consumption Reports	Monthly & historical usage data	Available upon request	COTR	
Security Mgmt	24	IV.B.7(b)(5)	Inventory of Key Assignments	Log of hard key assignments	Available upon request	COTR	
Elevator Operations	27	IV.B.8.b(6)(b)	Maintenance Schedule	Plan for maintaining elevators	Within 60 days of the notice to proceed [& annually within 10 days of the contract anniversary?]	COTR	
Elevator Operations	27	IV.B.8.b(8)	Inspection Reports	Formal documentation of of required elevator inspections	Within 10 working days following the inspection	COTR	

SOW Section/Topic	Pg #	Section #	Deliverable	Description	Due When	Recipient	BPA Response
Emergency Response	29	IV.B.11.d	Certification of emergency response training	Damage Control Team readiness	Within 5 days of completed training	COTR	
DRAWINGS MANAGEMENT							
Records Management	33	V.B.2 and V.B.3	Original CAD & manually prepared drawings		Available upon request	COTR	
Records Management	33	V.B.3	Updated Drawings	Current versions of as-built floor plan drawings	Available upon request	COTR	
CUSTODIAL SERVICES							
Health & Safety	36	VI.A.1.c	List of proposed cleaning detergents & chemicals		Within 60 days of the notice to proceed & annually within 10 days of the contract anniversary	COTR	
Personnel Qualifications	36	VI.A.4.a.	Name & credentials of Lead Worker		Within 60 days of the notice to proceed	COTR	
Custodial Services	36		Custodial plan	Custodial services & frequency	Within 60 days of the notice to proceed	COTR	
Personnel Qualifications	36	VI.A.4.c	List of proposed custodial personnel	Including work schedules	Within 60 days of the notice to proceed	COTR	
Emergency Response	37	VI.A.4.d	Pandemic Flu Response Plan		Available upon request	COTR	
Custodial Services	38	VI.B.1(e)	Log of Powered Housekeeping Equipment	Including purchase dates & repair records	Available upon request	COTR	
Contract compliance	38	VI.B.3.a	Quality Control Plan	Assure compliance with commonly accepted commercial practices	Within 60 days of the notice to proceed	COTR	
GROUNDS MAINTENANCE							
Groundskeeping	51	VII.B.1.a	Landscape Maintenance Plan	Plan to preserve health & visual appearance of plantings. Includes service frequency, planned chemicals	Within 45 days of the notice to proceed and annually 60 days prior to contract anniversary	COTR	
Personnel Qualifications	52	VII.B.1.d	List of proposed employees & subcontractors	Data as needed to meet security requirements	Prior to performance start date	COTR	
PROJECT PLANNING & MANAGEMENT							

SOW Section/Topic	Pg #	Section #	Deliverable	Description	Due When	Recipient	BPA Response
Project Mgmt.	57	VIII.A.2.a	Project Proposal	To include technical specifications, drawings, analyses, cost estimates	Prior to authorization to start work	COTR	
Project Mgmt.	58	VIII.B.1.a	Status Reports	For any project exceeding \$20,000 or as requested	Monthly	COTR	
Health & Safety	58	VIII.B.1.a(2)	Site Safety Plan	To ensure safe work conditions	Prior to start of work	COTR	
Records Management	58	VIII.B.1.a(7)	As-built Alteration Drawings	See also p. 33	Upon completion of all work	?	
INCENTIVE PROGRAM							
Employee retention	61	IX	Optional Plan	To reward contributions to the success of the partnership between BPA and the contractor	Not specified	COTR	
SAFETY PLAN							
Health & Safety	62	X	Safety Plan	Includes annual training for employees on specified topics	Not specified	??	

**BONNEVILLE
POWER ADMINISTRATION**

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$477,937.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

 Contractor Signature <u>Michael P. Wise / Project Mgr</u> Printed Name/Title <u>9/14/09</u> Date Signed	 BPA Contracting Officer <u>9/14/09</u> Date Signed
--	--

Contract Amendment

Title : INCREASE FUNDING, 2ND YEAR + 3MONTHS
Amendment: 001
Amended Performance Period: - 09/30/11
Amendment Value: \$266,457.00
Pricing Method :

**Contract 38523
Release 2
Amendment 1**

The purpose of this amendment is to adjust this contract release and its performance period to coincide with BPA's fiscal year end. By mutual agreement, the current monthly rate (\$17,623.33) shall apply to July, August, and September, 2009. Year Two of this release shall therefore begin on October 1, 2009, at the agreed to annual price of \$213,587.00. Therefore, this Contract Release requires funding for the three remaining months of FY 2009 (\$52,870.00), and funding for next fiscal year (FY2010, \$213,587.00).

As a result, funding for this Contract Release is increased by \$266,457.00, from NTE \$211,480.00 to NTE \$477,937.00. Contract Period of Performance Ending Date is changed from June 30, 2011 to September 30, 2011.

All other terms and conditions remain unchanged.

Recapitulation:

Current Release Value		\$ 211,480.00
Funding for July, 2009	\$ 17,623.33	
Funding for August, 2009	\$ 17,623.33	
Funding for September, 2009	\$ 17,623.33	
Funding for Year two (FY2010)	\$ 213,587.00	
Total Increase, Amendment 1	\$ 266,457.00 (rounded up)	
Total Contract Amount		\$ 477,937.00

<End of Amendment 1>

**Contract 38523
Release 2
Modification 2**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$225,000.00, from NTE \$477,937.00 to NTE \$702,937.00.

All other terms and conditions remain unchanged.

Recapitulation:

Current Release Value		NTE \$ 477,937.00
Funding for Year three (FY2011)	\$ 225,000.00	
Total Increase, Modification 2		\$ 225,000.00
Total Contract Amount		NTE \$ 702,937.00

<End of Modification 2>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

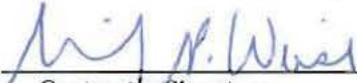
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$712,937.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wiese / Project Mgr
Printed Name/Title
8/1/11
Date Signed


BPA Contracting Officer
8-1-11
Date Signed

Title : ADD FUNDS
Modification: 003
Modified Performance Period: -
Modification Value: \$10,000.00
Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$712,937.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : ADD FUNDS
Modification: 003
Modified Performance Period: -
Modification Value: \$10,000.00
Pricing Method :

Scope of Work Attached

**Contract 38523
Release 2
Modification 3**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$10,000.00, from NTE NTE \$702,937.00 to NTE \$712,937.00.

All other terms and conditions remain unchanged.

Recapitulation:

Current Release Value	NTE \$ 702,937.00
Total Increase, Modification 3	\$ 10,000.00
Total Contract Amount	NTE \$ 712,937.00

<End of Modification 3>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$899,545.45
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
John N STEWART Senior Vice President
Printed Name/Title
12/14/2011
Date Signed


BPA Contracting Officer
11-4-11
Date Signed

Title : ADD FUNDING FOR 1ST OPTION YEAR
Modification: 004
Modified Performance Period: - 09/30/12
Modification Value: \$186,608.45
Pricing Method :

Scope of Work Attached

**Contract 38523-002
Modification 004
FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$186,608.45, from NTE \$712,937.00 to NTE \$881,937.00. This modification covers the costs of FY12 option year (1).
 - a) Non-PBL \$149,286.76
 - b) PBL \$ 37,321.69
 - c) See Attached JCI Service Agreement

2. As a result of these changes the period of performance ending date is hereby extended from September, 30, 2011 through September, 30, 2012.

2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$712,937.00
Increase in Estimated Cost by this Modification 004	<u>\$186,608.45</u>
Total Estimated Cost	\$899,545.45

<End of Modification Number 004>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

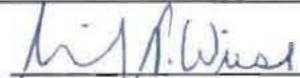
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$899,545.45
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 _____ Contractor Signature	 _____ BPA Contracting Officer
Michael P. Wise / Project Mgr Printed Name/Title	12-28-11 Date Signed
12/28/11 Date Signed	

Title : ADMINISTRATIVE MOD FOR NAME CHANGE

Modification: 005
Modified Performance Period: -
Modification Value:
Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$899,545.45
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : ADMINISTRATIVE MOD FOR NAME CHANGE
Modification: 005
Modified Performance Period: -
Modification Value:
Pricing Method :

Scope of Work Attached

38523-002
Modification 005

**ADMINISTRATIVE -NAME CHANGE FROM ALL STAR FACILITY
SERVICES, LLC TO G4S INTEGRATED FACILITIES SERVICES, LLC**

In accordance with the Contractor's Name Change BPI (14.3.5), this Release is hereby modified as follows:

1. This modification is for the change in name from All Star Facility Services, LLC (ALLSTAFSA-00) to G4S Integrated Facilities Services, LLC (G4INFASE-00). A change of name agreement has been signed and has been filed with the Master Agreement 38523-000

2. A New Vendor Profile document was received.

All other terms and condition remain unchanged

- For all administrative matters refer to the BPA Contracting Officer: Glenn Nishida, (360) 619-6099 email ganishida@bpa.gov

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: (360) 418-2514
Fax: (360) 418-2363

Attn: ALLEN SWEET

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)
Project:

Total Value: \$1,500,000.00 ****NOT TO EXCEED****
Pricing Method: FIRM FIXED PRICE Payment Terms: % Days Net 15
Performance Period: 07/01/2008 - 06/30/2011

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

CONTRACT AMENDMENT

TITLE: INCREASE FUNDS
Amendment: 001
Amended Performance Period:
Amendment Value: \$500,000.00
Pricing Method:

Contract 38523
Release 03

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) clause, this contract is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from \$500,000.00 to \$1,000,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$500,000.00
Increase in Estimated Cost by this Amendment 1	<u>500,000.00</u>
Total Estimated Cost	\$1,000,000.00

<End of Amendment 1>

RELEASE

Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

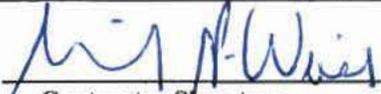
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

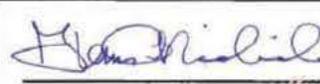
Attn: ALLEN SWEET

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$1,500,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 06/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wiese / Facility Mgr
Printed Name/Title
3/20/09
Date Signed


Digitally signed by GLENN A. NISHIDA
DN: cn=GLENN A. NISHIDA, o, ou,
email=ganishida@bpa.gov, c=US
Date: 2013.04.10 05:56:53 -07'00'
BPA Contracting Officer
April 10, 2013
Date Signed

Contract Amendments

Title : INCREASE FUNDS IN RELEASE#3 BY \$500,000
Amendment: 002
Amended Performance Period: -
Amendment Value: \$500,000.00
Pricing Method :

Contract 38523
Release 3
Amendment 2

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98), and the Changes – Fixed Price (14-8)(Sep 98) clauses, this contract is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from \$1,00,000.00 to \$1,500,000.00.
2. The Statement of Work, Sub-paragraph D. REIMBURSEMENT, is changed as follows:

From: “Work performed under this section is reimbursed under the terms of the base contract. Task Order work assignment will be reimbursed in accordance with the Contract Cost Schedule.”

To: “Work performed under this section is reimbursed under the terms of the base contract. Task Order work assignment, including signage and any peripheral work supporting reimbursable work performed under all other sections of the contract, will be reimbursed in accordance with the Contract Cost Schedule.”

3. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$1,00,000.00
Increase in Estimated Cost by this Amendment 1	<u>500,000.00</u>
Total Estimated Cost	\$1,500,000.00

<End of Amendment 2>

**BONNEVILLE
POWER ADMINISTRATION**

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

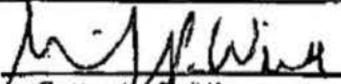
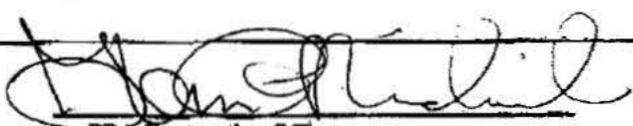
Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$1,500,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: 90 Days Net 30

 Contractor Signature Michael P. Wise / Project Mgr Printed Name/Title 9/14/09 Date Signed	 BPA Contracting Officer 9/14/09 Date Signed
--	---

Contract Amendments

Title : 3 MONTH EXTENSION TO YEAR ONE
Amendment: 003
Amended Performance Period: - 09/30/11
Amendment Value:
Pricing Method :

Contract No. 38523
Release 3
Amendment 3

The purpose of this amendment is to extend the expiration date by three (3) months so that it will align with the end of the fiscal year. This extension applies to all releases on this master contract.

All other terms and conditions remain unchanged.

<End of Amendment>

Contract 38523
Release 3
Amendment 4

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98), and the Changes – Fixed Price (14-8)(Sep 98) clauses, this contract is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from \$1,500,000.00 to \$2,000,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$1,500,000.00
Increase in Estimated Cost by this Amendment 4	<u>500,000.00</u>
Total Estimated Cost	\$2,000,000.00

<End of Amendment>

Contract 38523
Release 3
Amendment 5

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from \$2,00,000.00 to \$2,500,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$2,00,000.00
Increase in Estimated Cost by this Amendment 1	<u>500,000.00</u>
Total Estimated Cost	\$2,500,000.00

<End of Amendment 5>

Contract 38523
Release 3
Amendment 6

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from \$2,500,000.00 to \$3,000,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$2,500,000.00
Increase in Estimated Cost by this Amendment 6	<u>500,000.00</u>
Total Estimated Cost	\$3,000,000.00

<End of Amendment 6>

Contract 38523
Release 3
Modification Number 7

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$3,000,000.00 to NTE \$3,500,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$3,000,000.00
Increase in Estimated Cost by this Modification 7	<u>500,000.00</u>
Total Estimated Cost	\$3,500,000.00

<End of Modification Number 7>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$4,000,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Contract Modifications

Title : INCREASE FUNDING (\$500K)
Modification: 008
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Contract 38523
Release 3
Modification Number 8

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$3,500,000.00 to NTE \$4,000,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$3,500,000.00
Increase in Estimated Cost by this Modification 8	<u>500,000.00</u>
Total Estimated Cost	\$4,000,000.00

<End of Modification Number 8>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract 36523
Release 3
Modification Number 9

In accordance with the Contract Ceiling Limitation (23-7) (Sep 98) C...
release is hereby modified as follows:

Contract : 00038523
Release : 00003
Page : 1

NTE \$4,000,000.00 to NTE \$4,500,000.00

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

RECAPITULATION

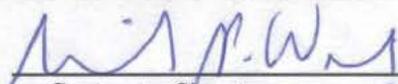
Attn: ALLEN SWEET

Original Estimated Cost \$4,000,000.00
Increase in Estimated Cost by this Modification 500,000.00
Total Estimated Cost \$4,500,000.00

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$4,500,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wieser, Project Mgr
Printed Name/Title
2/4/11
Date Signed


BPA Contracting Officer
1-31-11
Date Signed

Contract Modifications

Title : INCREASE FUNDING FOR RELEASE 3 (T & M)
Modification: 009
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Contract 38523
Release 3
Modification Number 9

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$4,000,000.00 to NTE \$4,500,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$4,000,000.00
Increase in Estimated Cost by this Modification 9	<u>500,000.00</u>
Total Estimated Cost	\$4,500,000.00

<End of Modification Number 9>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

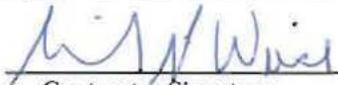
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

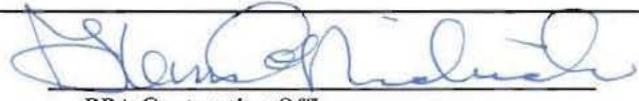
Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$5,000,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wiese / Project Mgr
Printed Name/Title
8/1/11
Date Signed


BPA Contracting Officer
8-1-11
Date Signed

Contract Modifications

Title : ADD FUNDS
Modification: 010
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$5,000,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Contract Modifications

Title : ADD FUNDS
Modification: 010
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Contract 38523
Release 3
Modification Number 10

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$4,500,000.00 to NTE \$5,000,000.00.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$4,500,000.00
Increase in Estimated Cost by this Modification 10	<u>500,000.00</u>
Total Estimated Cost	\$5,000,000.00

<End of Modification Number 10>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

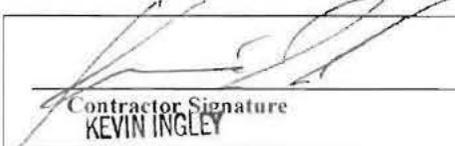
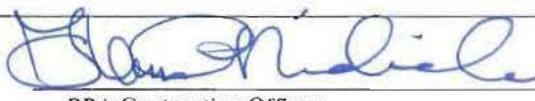
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$5,500,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 _____ Contractor Signature KEVIN INGLEY	 _____ BPA Contracting Officer
_____ Printed Name/Title 30 SEP 11	_____ Date Signed 9-29-11
_____ Date Signed	

Title : INCREASE FUNDS FOR PURCHASE OF CARPET FOR HQ
Modification: 011
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$5,500,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : INCREASE FUNDS FOR PURCHASE OF CARPET FOR HQ
Modification: 011
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

Contract 38523-003
Modification 11
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$5,000,000.00 to NTE \$5,500,000.00. In order to purchase carpet for the entire HQ building.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$5,000,000.00
Increase in Estimated Cost by this Modification 11	\$ <u>500,000.00</u>
Total Estimated Cost	\$5,500,000.00

<End of Modification Number 11>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$5,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30

Contractor Signature

KEVIN INGLEY

Printed Name/Title

30 SEP 11

Date Signed

BPA Contracting Officer

9-29-11

Date Signed

Title : ADD FUNDS TO RELEASE 003 FOR FY 11

Modification: 012

Modified Performance Period: -

Modification Value: \$300,000.00

Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$5,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : ADD FUNDS TO RELEASE 003 FOR FY 11
Modification: 012
Modified Performance Period: -
Modification Value: \$300,000.00
Pricing Method :

Scope of Work Attached

**Contract 38523-003
Modification 12
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$300,000.00, from NTE \$5,500,000.00 to NTE \$5,800,000.00. In order to cover work completed to date. Since these are progress bills the payments are being made to date in order to have the invoices processed using FY 11 funds.

2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$5,500,000.00
Increase in Estimated Cost by this Modification 12	<u>300,000.00</u>
Total Estimated Cost	\$5,800,000.00

<End of Modification Number 12>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

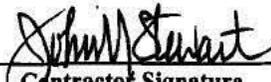
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$6,300,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
John N. STEWART Senior Vice President
Printed Name/Title
12/14/2011
Date Signed


BPA Contracting Officer
11-4-11
Date Signed

Title : ADD FUNDS FOR OPT YR 1
Modification: 013
Modified Performance Period: - 09/30/12
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

**Contract 38523-003
Modification 13
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$5,800,000.00 to NTE 6,300,000.00. This modification exercises option year (1) and provides the funding for FY 12.
2. As a result of the exercising of Option Years (1), the period of performance ending date is hereby extended form September 30, 2011 through September, 30, 2012.
3. Labor rates for option year (1) are attached.
4. All other terms and condition remain unchanged.

RECAPITULATION

Original Estimated Cost	\$5,800,000.00
Increase in Estimated Cost by this Modification 13	<u>\$ 500,000.00</u>
Total Estimated Cost	\$5,800,000.00

<End of Modification Number 13>

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STATEMENT OF JUSTIFICATION
Contract No. 38523
Project Planning and Management
Release #003

Request for increases in hourly rates for reimbursable hours. Current Wage Determinations used to calculate new rates are:

- Service Contract Act (SCA) WD 05-2441 (Rev. 10) 07/16/2010
- Davis Bacon (DB) General Decision Number: OR100043 02/25/11
- Collective Bargaining Agreement (CBA) SEIU #49 Custodial (April 1, 2010 – March 31 2014)

CFM HOURLY LABOR RATES

<u>Description</u>	<u>Current Cost</u>	<u>New Cost</u>
Custodial	(b) (4)	(b) (4)
Custodial (CBA Over-time)	[REDACTED]	[REDACTED]
Grounds Maintenance (SCA)	[REDACTED]	[REDACTED]
Grounds Maintenance (SCA Over-Time)	[REDACTED]	[REDACTED]
Electrical (SCA)	[REDACTED]	[REDACTED]
Electrical (SCA Over-Time)	[REDACTED]	[REDACTED]
Electrical (DB)	[REDACTED]	[REDACTED]
Electrical (DB Over-Time)	[REDACTED]	[REDACTED]
HVAC (SCA)	[REDACTED]	[REDACTED]
HVAC (SCA Over-Time)	[REDACTED]	[REDACTED]
HVAC (DB)	[REDACTED]	[REDACTED]
HVAC (DB Over-Time)	[REDACTED]	[REDACTED]
Carpentry (SCA)	[REDACTED]	[REDACTED]
Carpentry (SCA Over-Time)	[REDACTED]	[REDACTED]
Carpentry (DB)	[REDACTED]	[REDACTED]
Carpentry (DB Over-Time)	[REDACTED]	[REDACTED]
Plumbing (SCA)	[REDACTED]	[REDACTED]
Plumbing (SCA Over-Time)	[REDACTED]	[REDACTED]
Plumbing (DB)	[REDACTED]	[REDACTED]
Plumbing (DB Over-Time)	[REDACTED]	[REDACTED]
Utility Helper (SCA)	[REDACTED]	[REDACTED]
Utility Helper (SCA Over-Time)	[REDACTED]	[REDACTED]
Utility Helper (DB)	[REDACTED]	[REDACTED]
Utility Helper (DB Over-Time)	[REDACTED]	[REDACTED]
Drawings Services	[REDACTED]	[REDACTED]
Call Back Services (Composite HVAC/ELH/CGMW)	[REDACTED]	[REDACTED]
Clean Cubicle Fabric Panel (Janitor)	[REDACTED]	[REDACTED]
Clean Upholstered Chair	[REDACTED]	[REDACTED]

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: Sean MacLean

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$6,300,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 _____ Contractor Signature	 _____ BPA Contracting Officer
<u>Michael P. Wiese / Project Mgr</u> Printed Name/Title	<u>12-28-11</u> Date Signed
<u>12/28/11</u> Date Signed	

Title : ADMINISTRATIVE MOD FOR NAME CHANGE
Modification: 014
Modified Performance Period: -
Modification Value:
Pricing Method :

Scope of Work Attached

38523-003
Modification 014

**ADMINISTRATIVE -NAME CHANGE FROM ALL STAR FACILITY
SERVICES, LLC TO G4S INTEGRATED FACILITIES SERVICES, LLC**

In accordance with the Contractor's Name Change BPI (14.3.5), this Release is hereby modified as follows:

1. This modification is for the change in name from All Star Facility Services, LLC (ALLSTAFSA-00) to G4S Integrated Facilities Services, LLC (G4INFASE-00). A change of name agreement has been signed and has been filed with the Master Agreement 38523-000

2. A New Vendor Profile document was received.

All other terms and condition remain unchanged

- For all administrative matters refer to the BPA Contracting Officer: Glenn Nishida, (360) 619-6099 email ganishida@bpa.gov

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$500,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 06/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Scope of Work Attached

Contract 38523
Release Number 3

This release covers all the Time and Materials work above and beyond the Firm-Fixed-Price requirements of Release Number 1, under the Consolidated Facilities Mgmt Contract 38523.

Generally, all efforts regarded as MAINTENANCE shall be covered by Release Number 1. Efforts regarded as ALTERATION shall be considered Time and Materials work under Release Number 3.

All effort under this release shall be managed utilizing the Office Service Request (OSR), and negotiated and agreed to between the Contracting Officer's Technical Representative (COTR) and the Contractor incorporating the attached hourly rate schedule.

All costs will be logged, calculated and paid on a monthly basis. Funds are estimated and will be increased with CCR's as needed.

CFM HOURLY LABOR RATES

Qty.	Description	Unit Cost	Extended Cost
	Custodial (CBA)	(b) (4)	(b) (4)
	Custodial (CBA Over-Time)	(b) (4)	(b) (4)
	Grounds Maintenance (SCA)	(b) (4)	(b) (4)
	Grounds Maintenance (SCA Over-Time)	(b) (4)	(b) (4)
	Electrical (SCA)	(b) (4)	(b) (4)
	Electrical (SCA Over-Time)	(b) (4)	(b) (4)
	Electrical (DB)	(b) (4)	(b) (4)
	Electrical (DB Over-Time)	(b) (4)	(b) (4)
	HVAC (SCA)	(b) (4)	(b) (4)
	HVAC (SCA Over-Time)	(b) (4)	(b) (4)
	HVAC (DB)	(b) (4)	(b) (4)
	HVAC (DB Over-Time)	(b) (4)	(b) (4)
	Carpentry (SCA)	(b) (4)	(b) (4)
	Carpentry (SCA Over-Time)	(b) (4)	(b) (4)
	Carpentry (DB)	(b) (4)	(b) (4)
	Carpentry (DB Over-Time)	(b) (4)	(b) (4)
	Plumbing (SCA)	(b) (4)	(b) (4)
	Plumbing (SCA Over-Time)	(b) (4)	(b) (4)
	Plumbing (DB)	(b) (4)	(b) (4)
	Plumbing (DB Over-Time)	(b) (4)	(b) (4)
	Utility Helper (SCA)	(b) (4)	(b) (4)
	Utility Helper (SCA Over-Time)	(b) (4)	(b) (4)
	Utility Helper (DB)	(b) (4)	(b) (4)
	Utility Helper (DB Over-Time)	(b) (4)	(b) (4)
	Drawings Services	(b) (4)	(b) (4)

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$500,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 06/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Scope of Work Attached

Contract 38523
Release Number 3

This release covers all the Time and Materials work above and beyond the Firm-Fixed-Price requirements of Release Number 1, under the Consolidated Facilities Mgmt Contract 38523.

Generally, all efforts regarded as MAINTENANCE shall be covered by Release Number 1. Efforts regarded as ALTERATION shall be considered Time and Materials work under Release Number 3.

All effort under this release shall be managed utilizing the Office Service Request (OSR), and negotiated and agreed to between the Contracting Officer's Technical Representative (COTR) and the Contractor incorporating the attached hourly rate schedule.

All costs will be logged, calculated and paid on a monthly basis. Funds are estimated and will be increased with CCR's as needed.

CFM HOURLY LABOR RATES

Qty.	Description	Unit Cost	Extended Cost
	Custodial (CBA)	(b)(4)	(b)(4)
	Custodial (CBA Over-Time)	(b)(4)	(b)(4)
	Grounds Maintenance (SCA)	(b)(4)	(b)(4)
	Grounds Maintenance (SCA Over-Time)	(b)(4)	(b)(4)
	Electrical (SCA)	(b)(4)	(b)(4)
	Electrical (SCA Over-Time)	(b)(4)	(b)(4)
	Electrical (DB)	(b)(4)	(b)(4)
	Electrical (DB Over-Time)	(b)(4)	(b)(4)
	HVAC (SCA)	(b)(4)	(b)(4)
	HVAC (SCA Over-Time)	(b)(4)	(b)(4)
	HVAC (DB)	(b)(4)	(b)(4)
	HVAC (DB Over-Time)	(b)(4)	(b)(4)
	Carpentry (SCA)	(b)(4)	(b)(4)
	Carpentry (SCA Over-Time)	(b)(4)	(b)(4)
	Carpentry (DB)	(b)(4)	(b)(4)
	Carpentry (DB Over-Time)	(b)(4)	(b)(4)
	Plumbing (SCA)	(b)(4)	(b)(4)
	Plumbing (SCA Over-Time)	(b)(4)	(b)(4)
	Plumbing (DB)	(b)(4)	(b)(4)
	Plumbing (DB Over-Time)	(b)(4)	(b)(4)
	Utility Helper (SCA)	(b)(4)	(b)(4)
	Utility Helper (SCA Over-Time)	(b)(4)	(b)(4)
	Utility Helper (DB)	(b)(4)	(b)(4)
	Utility Helper (DB Over-Time)	(b)(4)	(b)(4)
	Drawings Services	(b)(4)	(b)(4)

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

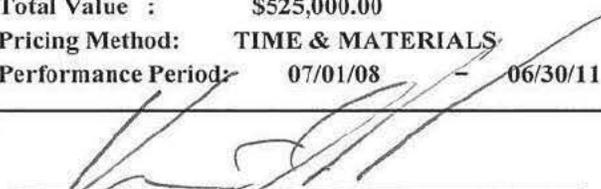
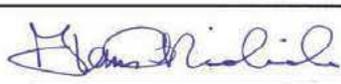
Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: MICHAEL WIESE

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$525,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 06/30/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 _____ Contractor Signature KEVIN INGLEY, SENIOR VP _____ Printed Name/Title 4 APR 13 _____ Date Signed	 _____ BPA Contracting Officer April 10, 2013 _____ Date Signed	<small>Digitally signed by GLENN A. NISHIDA DN: cn=GLENN A. NISHIDA, o=ou, email=ganishida@bpa.gov, c=US Date: 2013.04.10 09:14:57 -0700'</small>
---	--	---

Contract Amendments

Title : INCREASE FUNDS FOR ROSS SUPPORT (REL#4)
Amendment: 001
Amended Performance Period: -
Amendment Value: \$300,000.00
Pricing Method :

Contract 38523
Release 4
Amendment 1

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98), and the Changes – Fixed Price (14-8)(Sep 98) clauses, this contract is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$300,000.00, from \$225,000.00 to \$525,000.00.
3. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$225,000.00
Increase in Estimated Cost by this Amendment 1	<u>300,000.00</u>
Total Estimated Cost	\$525,000.00

<End of Amendment 1>

BONNEVILLE
POWER ADMINISTRATION

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

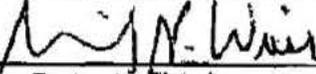
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: MICHAEL WIESE

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$525,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: \$ Days Net 30

 Contractor Signature <u>Michael P. Wiese / Project Mgr</u> Printed Name/Title <u>9/23/09</u> Date Signed	 BPA Contracting Officer <u>9/23/09</u> Date Signed
---	--

Contract Amendments

Title : **EXTEND PERFORMANCE PERIOD BY 3 MONTHS TO FISCAL YEAR END**
Amendment: 002
Amended Performance Period: - 09/30/11
Amendment Value:
Pricing Method :

Contract No. 38523
Release 4
Amendment 2

The purpose of this amendment is to extend the expiration date by three (3) months so that it will align with the end of the fiscal year.
All other terms and conditions remain unchanged.

<End of Amendment>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract #0323
Release #4
Modification 3

Contract : 00038523
Release : 00004
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: MICHAEL WIESE

RECAPITULATION

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$564,147.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

Part of Modr: ** NOT TO EXCEED **

Payment Terms: % Days Net 30

Michael P. Wiese
Contractor Signature
Michael P. Wiese / Project Mgr
Printed Name/Title
3/18/11
Date Signed

Glenn A. Nishida
BPA Contracting Officer
3-11-11
Date Signed

Title : (b) (4)
Modification: 003
Modified Performance Period: -
Modification Value: (b) (4)
Pricing Method :

Scope of Work Attached

Contract 38523
Release 4
Modification 3

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98), and the Changes – Fixed Price (14-8)(Sep 98) clauses, this contract is hereby modified as follows:

1. (b) (4) [REDACTED]
2. The ceiling limitation for this release is hereby increased by (b) (4) [REDACTED] \$564,147.50.
3. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	(b) (4) [REDACTED]
Increase in Estimated Cost by this Amendment 3	(b) (4) [REDACTED]
Total Estimated Cost	\$564,147.50

<End of Modification 3>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

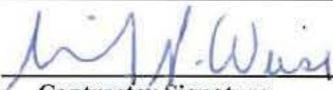
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

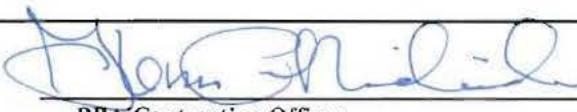
Attn: MICHAEL WIESE

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$604,147.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wiese / Project Mgr
Printed Name/Title
8/1/11
Date Signed


BPA Contracting Officer
8-1-11
Date Signed

Contract Modifications

Title : ADD FUNDS
Modification: 004
Modified Performance Period: -
Modification Value: \$40,000.00
Pricing Method :

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: MICHAEL WIESE

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$604,147.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Contract Modifications

Title : ADD FUNDS
Modification: 004
Modified Performance Period: -
Modification Value: \$40,000.00
Pricing Method :

Contract 38523
Release 4
Modification 4

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98), and the Changes – Fixed Price (14-8)(Sep 98) clauses, this contract is hereby modified as follows:

1. Increase funding for Fiscal Year 2011 by \$40,000.00.
2. The ceiling limitation for this release is hereby increased by \$40,000.00, from \$564,147.50 to \$604,147.50.
3. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$564,147.50
Increase in Estimated Cost by this Amendment 4	\$40,000.00
Total Estimated Cost	\$604,147.50

<End of Modification 4>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

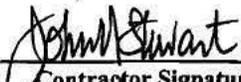
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: MICHAEL WIESE

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$812,147.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
John N. STEWART, Senior Vice President
Printed Name/Title
12/14/2011
Date Signed


BPA Contracting Officer
11-4-11
Date Signed

Title : ADD FUNDING FOR 1ST OPTION YEAR
Modification: 005
Modified Performance Period: - 09/30/12
Modification Value: \$208,000.00
Pricing Method :

Scope of Work Attached

Contract 38523
Release 4
Modification 5

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) clause, this release is hereby modified as follows:

1. Add funding for Fiscal Year 2012 in the amount of \$208,000.00.
2. The ceiling limitation for this release is hereby increased by \$208,000.00, from NTE \$604,147.50 to NTE 812,147.50
3. See attached rates.
4. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost through Mod 004	\$604,147.50
Increase in Estimated Cost by this Mod 005	<u>\$208,000.00</u>
Total Estimated Cost	\$812,147.50

<End of Modification 5>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:

ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

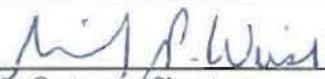
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: MICHAEL WIESE

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$812,147.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
Michael P. Wiese / Project Mgr
Printed Name/Title
12/28/11
Date Signed


BPA Contracting Officer
12-28-11
Date Signed

Title : ADMINISTRATIVE MOD FOR NAME CHANGE
Modification: 006
Modified Performance Period: -
Modification Value:
Pricing Method :

Scope of Work Attached

38523-004
Modification 006

**ADMINISTRATIVE -NAME CHANGE FROM ALL STAR FACILITY
SERVICES, LLC TO G4S INTEGRATED FACILITIES SERVICES, LLC**

In accordance with the Contractor's Name Change BPI (14.3.5), this Release is hereby modified as follows:

1. This modification is for the change in name from All Star Facility Services, LLC (ALLSTAFSA-00) to G4S Integrated Facilities Services, LLC (G4INFASE-00). A change of name agreement has been signed and has been filed with the Master Agreement 38523-000

2. A New Vendor Profile document was received.

All other terms and condition remain unchanged

- For all administrative matters refer to the BPA Contracting Officer: Glenn Nishida, (360) 619-6099 email ganishida@bpa.gov

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$225,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 06/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Scope of Work Attached

Contract 38523
Release Number 4

This Time and Materials Release covers all maintenance support requirements for the Ross Campus as required by the Contracting Officer and/or the Contracting Officer's Technical Representative (COTR).

All effort under this release shall be negotiated and agreed to between the Contracting Officer's Technical Representative (COTR) and the Contractor incorporating the attached hourly rate schedule.

All costs will be logged, calculated and paid on a monthly basis. Funds are estimated and will be increased with CCR's as needed.

CFM HOURLY LABOR RATES

Qty.	Description	Unit Cost	Extended Cost
	Custodial (CBA)	(b)(4)	(b)(4)
	Custodial (CBA Over-Time)	(b)(4)	(b)(4)
	Grounds Maintenance (SCA)	(b)(4)	(b)(4)
	Grounds Maintenance (SCA Over-Time)	(b)(4)	(b)(4)
	Electrical (SCA)	(b)(4)	(b)(4)
	Electrical (SCA Over-Time)	(b)(4)	(b)(4)
	Electrical (DB)	(b)(4)	(b)(4)
	Electrical (DB Over-Time)	(b)(4)	(b)(4)
	HVAC (SCA)	(b)(4)	(b)(4)
	HVAC (SCA Over-Time)	(b)(4)	(b)(4)
	HVAC (DB)	(b)(4)	(b)(4)
	HVAC (DB Over-Time)	(b)(4)	(b)(4)
	Carpentry (SCA)	(b)(4)	(b)(4)
	Carpentry (SCA Over-Time)	(b)(4)	(b)(4)
	Carpentry (DB)	(b)(4)	(b)(4)
	Carpentry (DB Over-Time)	(b)(4)	(b)(4)
	Plumbing (SCA)	(b)(4)	(b)(4)
	Plumbing (SCA Over-Time)	(b)(4)	(b)(4)
	Plumbing (DB)	(b)(4)	(b)(4)
	Plumbing (DB Over-Time)	(b)(4)	(b)(4)
	Utility Helper (SCA)	(b)(4)	(b)(4)
	Utility Helper (SCA Over-Time)	(b)(4)	(b)(4)
	Utility Helper (DB)	(b)(4)	(b)(4)
	Utility Helper (DB Over-Time)	(b)(4)	(b)(4)
	Drawings Services	(b)(4)	(b)(4)

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
ALL STAR FACILITY SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACT SPECIALIST
Phone: 360-418-2379
Fax : 360-418-2363

Attn: ALLEN SWEET

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$225,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 06/30/11

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Scope of Work Attached

Contract 38523
Release Number 4

This Time and Materials Release covers all maintenance support requirements for the Ross Campus as required by the Contracting Officer and/or the Contracting Officer's Technical Representative (COTR).

All effort under this release shall be negotiated and agreed to between the Contracting Officer's Technical Representative (COTR) and the Contractor incorporating the attached hourly rate schedule.

All costs will be logged, calculated and paid on a monthly basis. Funds are estimated and will be increased with CCR's as needed.

CFM HOURLY LABOR RATES

Qty.	Description	Unit Cost	Extended Cost
	Custodial (CBA)	(b) (4)	(b) (4)
	Custodial (CBA Over-Time)	(b) (4)	(b) (4)
	Grounds Maintenance (SCA)	(b) (4)	(b) (4)
	Grounds Maintenance (SCA Over-Time)	(b) (4)	(b) (4)
	Electrical (SCA)	(b) (4)	(b) (4)
	Electrical (SCA Over-Time)	(b) (4)	(b) (4)
	Electrical (DB)	(b) (4)	(b) (4)
	Electrical (DB Over-Time)	(b) (4)	(b) (4)
	HVAC (SCA)	(b) (4)	(b) (4)
	HVAC (SCA Over-Time)	(b) (4)	(b) (4)
	HVAC (DB)	(b) (4)	(b) (4)
	HVAC (DB Over-Time)	(b) (4)	(b) (4)
	Carpentry (SCA)	(b) (4)	(b) (4)
	Carpentry (SCA Over-Time)	(b) (4)	(b) (4)
	Carpentry (DB)	(b) (4)	(b) (4)
	Carpentry (DB Over-Time)	(b) (4)	(b) (4)
	Plumbing (SCA)	(b) (4)	(b) (4)
	Plumbing (SCA Over-Time)	(b) (4)	(b) (4)
	Plumbing (DB)	(b) (4)	(b) (4)
	Plumbing (DB Over-Time)	(b) (4)	(b) (4)
	Utility Helper (SCA)	(b) (4)	(b) (4)
	Utility Helper (SCA Over-Time)	(b) (4)	(b) (4)
	Utility Helper (DB)	(b) (4)	(b) (4)
	Utility Helper (DB Over-Time)	(b) (4)	(b) (4)
	Drawings Services	(b) (4)	(b) (4)

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00001
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: RELEASE FOR CONSOLIDATED FACILITES MGMT OF HQ

Total Value : \$10,781,781.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30

Contractor Signature

KEVIN INGLEY SENIOR VICE PRESIDENT

Printed Name/Title

20 JAN 12

Date Signed

BPA Contracting Officer

1-3-12

Date Signed

Title : FUNDING THE REMAINDER OF OPTION YEAR 1 (FY12)

Modification: 007

Modified Performance Period: -

Modification Value: \$2,154,805.00

Pricing Method :

Scope of Work Attached

**Contract 38523-001
Modification 007
RELEASE FOR CONSOLIDATED FACILITIES MGMT OF HQ**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$2,154,805.00, from \$8,626,976.63 to \$10,781,781.63. This modification provides the remaining funding for Option year (1) FY 12 with adjustments in pricing from modification 005.
2. Break down of Direct Costs is attached for Option year (1).
3. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost (Through Mod 006)	\$ 8,626,976.63
Increase in Estimated Cost by this Modification 007	<u>\$ 2,154,805.00</u>
Total Estimated Cost	\$10,781,781.63

<End of Modification Number 007>

Schedule of Prices Mod 007-Breakdown of Direct Costs- Option Year (1)

(b)(4)

(b)(4)

(b)(4)

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

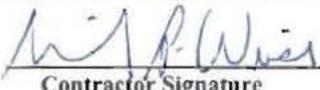
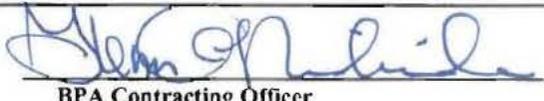
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$804,896.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: * Days Net 30

 Contractor Signature	 BPA Contracting Officer
Michael P. Wiese / Project Mgr Printed Name/Title	1-18-12 Date Signed
1/12/12 Date Signed	

Title : REDUCE FUNDING TO CORRECT CONTRACT AMOUNT

Modification: 007
Modified Performance Period: -
Modification Value: (\$7,251.00)
Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$804,896.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : REDUCE FUNDING TO CORRECT CONTRACT AMOUNT
Modification: 007
Modified Performance Period: -
Modification Value: (\$7,251.00)
Pricing Method :

Scope of Work Attached

Contract 38523
Release 004
Modification 007

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) clause, this release is hereby modified as follows:

1. Reduce funding for Fiscal Year 2012 in the amount of -\$7,251.00.
2. The ceiling limitation for this release is hereby Decreased by -\$7,251.00, from NTE \$812,147.50 to NTE 804,896.50
3. See attached rates.
4. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost through Mod 006	\$812,147.50
Decrease in Estimated Cost by this Mod 007	- \$ <u>7,251.00</u>
Total Estimated Cost	\$804,896.50

<End of Modification 7>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

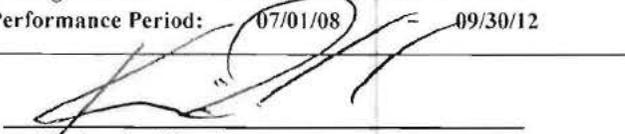
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$6,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
KEVIN INGLEY SENIOR VICE PRESIDENT
Printed Name/Title
20 JAN 12
Date Signed


BPA Contracting Officer
1-4-12
Date Signed

Title : ADD ADDITIONAL FUNDING RELEASE 3 REIMBURSIBLE
Modification: 015
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

**Contract 38523-003
Modification 15
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from to NTE 6,300,000.00 to NTE \$6,800,000.00. This modification increases the funding for option year (1) FY 12.
2. Revised Labor rates for option year (1) FY12 are attached.
3. All other terms and condition remain unchanged.

RECAPITULATION

Estimated Cost through Mod 14	\$6,300,000.00
Increase in Estimated Cost by this Modification 15	<u>\$ 500,000.00</u>
Total Estimated Cost	\$6,800,000.00

<End of Modification Number 15>

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

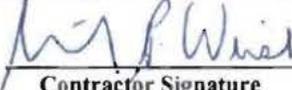
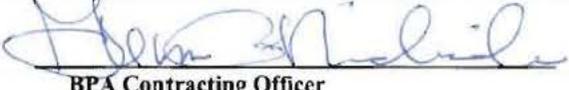
Total Value :

Pricing Method: NO FUNDS OBLIGATED

Performance Period: 07/01/08 - 09/30/12

Payment Terms: %

Days Net 30

 _____ Contractor Signature	 _____ BPA Contracting Officer
Printed Name/Title Michael P. Wiese Project Manager G4S-IFS	Date Signed 2-1-12
Date Signed 1/31/12	

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : HQ CONSOLIDATED FACILITIES MANAGEMENT- CHANGE TO SOW

Modification: 004

Modified Performance Period: -

Modification Value:

Pricing Method :

Scope of Work Attached

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:
G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

Total Value :
Pricing Method: NO FUNDS OBLIGATED Payment Terms: % Days Net 30
Performance Period: 07/01/08 - 09/30/12

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : HQ CONSOLIDATED FACILITIES MANAGEMENT- CHANGE TO SOW

Modification: 004

Modified Performance Period: -

Modification Value:

Pricing Method :

Scope of Work Attached

**38523-000
Mod 004**

HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

In accordance with the Changes clause, this contract is hereby modified as follows:

1. Add the following verbiage to the Statement of Work. This statement will be added to Section IV-Operation and Maintenance, Task B.3 Critical Equipment and Systems.

- Limitation of Liability

Notwithstanding anything in this contract to the contrary, in no event shall either party, its officers, directors, affiliates or employees be liable for any form of indirect, special, consequential or punitive damages, including, but not limited to, loss of use, loss of production, loss of product, loss of revenue, profits or loss of data damages whether such damages arise in contract or tort, irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages. Notwithstanding any other provision of this contract and to the extent permitted by applicable law, the maximum liability of contractor for damages hereunder shall not exceed the amounts actually paid by BPA to the Contractor for each subcontract under this contract section (Critical Equipment and Systems).

2. All other terms and conditions remain unchanged.

<End of Modification Number 4>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To

Contract : 00038523
Release : 00001
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

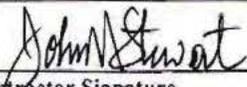
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

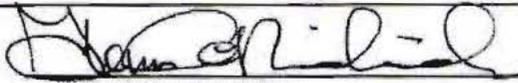
Attn: KEVIN P INGLEY

Contract Title: RELEASE FOR CONSOLIDATED FACILITES MGMT OF HQ

Total Value : \$10,787,765.63
Pricing Method: FIRM FIXED PRICE
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
John N STEWART
Printed Name/Title
3/7/2012
Date Signed


BPA Contracting Officer
3-5-12
Date Signed

Title : INCREASE FUNDING FOR FOLIAGE SERVICE MISSING MONTHS
Modification: 008
Modified Performance Period:
Modification Value: \$5,984.00
Pricing Method :

Scope of Work Attached

**Contract 38523-001
Modification 008
RELEASE FOR CONSOLIDATED FACILITES MGMT OF HQ**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$5,984.00, from \$10,781,781.63 to \$10,787,765.63. This modification provides an Adjustment in the Grounds Maintenance. G4S calculated only 1 month of services instead of the 9 months required to complete FY12
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost (Through Mod 007)	\$10,781,781.63
Increase in Estimated Cost by this Modification 008	<u>\$ 5,984.00</u>
Total Estimated Cost	\$10,787,765.63

<End of Modification Number 008>

UNITED STATES
GOVERNMENT

MASTER AGREEMENT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00000
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

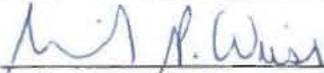
Total Value :

Pricing Method: NO FUNDS OBLIGATED

Payment Terms: %

Days Net 30

Performance Period: 07/01/08 - 09/30/12



Contractor Signature

Michael P. Wiese
Project Manager
G4S-IFS

Printed Name/Title

3/10/12

Date Signed



BPA Contracting Officer

3-10-12

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : HQ CONSOLIDATED FACILITIES MANAGEMENT-CHANGE TO SOW ELEVATOR MAIN

Modification: 005

Modified Performance Period: -

Modification Value:

Pricing Method :

Scope of Work Attached

**38523-000
Mod 005**

HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

In accordance with the Changes clause, this contract is hereby modified as follows:

1. Add the following verbiage to the Statement of Work. This statement will be added to Section IV-Operation and Maintenance, Task B.8 Elevator Maintenance.

- Limitation of Liability

Notwithstanding anything in this contract to the contrary, in no event shall either party, its officers, directors, affiliates or employees be liable for any form of indirect, special, consequential or punitive damages, including, but not limited to, loss of use, loss of production, loss of product, loss of revenue, profits or loss of data damages whether such damages arise in contract or tort, irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages. Notwithstanding any other provision of this contract and to the extent permitted by applicable law, the maximum liability of contractor for damages hereunder shall not exceed the amounts actually paid by BPA to the Contractor for each subcontract under this contract section (Elevator Maintenance).

2. All other terms and conditions remain unchanged.

<End of Modification Number 5>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

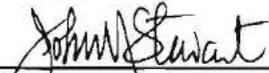
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$7,300,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30



Contractor Signature

John N. Stewart Senior Vice President

Printed Name/Title

5/17/2012

Date Signed



BPA Contracting Officer

5-17-12

Date Signed

Title : INCREASE OPERATIONAL FUNDING REL 3 FOR FY 12

Modification: 016
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

Contract 38523-003
Modification 16
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from to NTE 6,800,000.00 to NTE \$7,300,000.00. This modification increases the funding for option year (1) FY 12.
2. All other terms and condition remain unchanged.

RECAPITULATION

Estimated Cost through Mod 15	\$6,800,000.00
Increase in Estimated Cost by this Modification 16	<u>\$ 500,000.00</u>
Total Estimated Cost	\$7,300,000.00

<End of Modification Number 16>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$7,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

Printed Name/Title

Date Signed


BPA Contracting Officer
7-3-12
Date Signed

Contract Modifications

Title : INCREASE OPERATIONAL FUNDING
Modification: 017
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

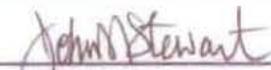
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$8,300,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

** NOT TO EXCEED **
Payment Terms: % Days Net 30



Contractor Signature

JOHN N STEWART

Printed Name/Title

9/20/2012

Date Signed



BPA Contracting Officer

9-24-12

Date Signed

Title : INCREASE FUNDING ON THE T&M RELAEAST FOR G4S

Modification: 018
Modified Performance Period: - 09/30/13
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

**Contract 38523-003
Modification 18
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$500,000.00, from NTE \$7,800,000.00 to NTE \$8,300,000.00. This modification exercises option year (2) and provides the funding for year end FY 12 and FY13.
2. As a result of the exercising of Option Years (2), the period of performance ending date is hereby extended form September 30, 2012 through September, 30, 2013.
3. All other terms and condition remain unchanged.

RECAPITULATION

Original Estimated Cost	\$7,800,000.00
Increase in Estimated Cost by this Modification 18	<u>\$ 500,000.00</u>
Total Estimated Cost	\$8,300,000.00

<End of Modification Number 18>

UNITED STATES
GOVERNMENT

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:
G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

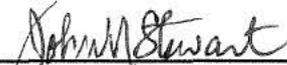
REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$1,315,147.45
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/14

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature

John N Stewart SVP

Printed Name/Title

11/15/13

Date Signed

BPA Contracting Officer

Date Signed

Title : EXTEND FOR FINAL OPTION YEAR AND INCREASE FUNDING

Modification: 007
Modified Performance Period: - 09/30/14
Modification Value: \$212,154.00
Pricing Method :

Scope of Work Attached

Contract 38523
Release 002
Modification 007

In accordance with the Contract Ceiling Limitation (22-7) clause and the Performance Period and Options (7-7) clause, this release is hereby modified as follows:

1. Add funding for Fiscal Year 2014 in the amount of \$212,154.00
2. The ceiling limitation for this release is hereby increased by \$212,154.00, from NTE \$1,102,993.45 to NTE \$1,315,147.45
3. Exercise Option Year Three (3). Change the Period of Performance Ending Date from September 30, 2013 to September 30, 2014.
4. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost through Mod 007	\$1,102,993.45
Increase in Estimated Cost by this Mod 007	<u>\$212,154.00</u>
Total Estimated Cost	\$1,315,147.45

<End of Modification 007>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00002
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CREATE RELEASE (002) FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT

Total Value : \$1,102,993.45
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

** NOT TO EXCEED **
Payment Terms: % Days Net 30



Contractor Signature

Lowell DAVIS

Printed Name/Title

10 Dec 12

Date Signed



Digitally signed by Glenn A.
Nishida
Date: 2012.11.30 07:02:07 -08'00'

BPA Contracting Officer

November 30, 2012

Date Signed

Contract Modifications

Title : RENEW (2ND OPTION YEAR)
Modification: 006
Modified Performance Period: - 09/30/13
Modification Value: \$203,448.00
Pricing Method :

**Contract 38523-002
Modification 006
FOR JCI CONTRACTUAL SUPPORT TO CFM CONTRACT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this release is hereby increased by \$203,448.00, from NTE \$899,545.45 to NTE \$1,102,993.45. This modification covers the costs of FY13 option year (2).
2. As a result of these changes the Period of Performance Ending Date is hereby extended from September, 30, 2012 through September, 30, 2013.
2. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost	\$899,545.45.
Increase in Estimated Cost by this Modification 006	\$203,448.00
Total Estimated Cost	\$1,102,993.45

<End of Modification Number 006>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$1,021,587.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

** NOT TO EXCEED **
Payment Terms: % Days Net 30



Contractor Signature

LOWELL DAVIS

Printed Name/Title

10 Dec 12

Date Signed



Digitally signed by Glenn A.
Nishida
Date: 2012.11.30 07:09:56 -08'00'

BPA Contracting Officer

November 30, 2012

Date Signed

Contract Modifications

Title : EXERCISE 2ND OPTION YEAR
Modification: 008
Modified Performance Period: - 09/30/13
Modification Value: \$216,691.00
Pricing Method :

Contract 38523
Release 4
Modification 8

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) clause, this release is hereby modified as follows:

1. Add funding for Fiscal Year 2013 in the amount of \$216,691.00.
2. The ceiling limitation for this release is hereby increased by \$216,691.00, from NTE \$804,896.50 to NTE \$1,021,587.50.
3. Exercise Option Year Two (2). Change the Period of Performance Ending Date from September 30, 2012 to September 30, 2013.
4. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost through Mod 004	\$804,896.50
Increase in Estimated Cost by this Mod 005	<u>\$216,691.00</u>
Total Estimated Cost	\$1,021,587.50

<End of Modification 8>

UNITED STATES
GOVERNMENT

RELEASE

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
G4S INTEGRATED FACILITIES SERVICES LLC
12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$6,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/12

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

BPA Contracting Officer

Printed Name/Title

Date Signed

Date Signed

Title : ADD ADDITIONAL FUNDING RELEASE 3 REIMBURSIBLE
Modification: 015
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :

Scope of Work Attached

Labor Rates Option Year (1) FY12

STATEMENT OF WORK
Contract No. 00038523
Project Planning and Management
Release #003

Request for increases in hourly rates for reimbursable hours. Note that some of the hourly rates have decreased. This is due to lower insurance rates. Current Wage Determinations and factors used to calculate new rates are:

- Annual 3% wage increases
- Service Contract Act (SCA) WD 05-2441 (Rev. 11) 06/17/2011
- Davis Bacon (DB) General Decision Number: OR100043 (Mod. 24) 08/19/2011
- Collective Bargaining Agreement (CBA) SEIU #49 Custodial (April 1, 2010 – March 31, 2014)

CFM HOURLY LABOR RATES

<u>Description</u>	<u>Current Cost</u>	<u>New Cost</u>
Custodial	(b)(4)	(b)(4)
Custodial (CBA Over-Time)	(b)(4)	(b)(4)
Grounds Maintenance (SCA)	(b)(4)	(b)(4)
Grounds Maintenance (SCA Over-Time)	(b)(4)	(b)(4)
Electrical (SCA)	(b)(4)	(b)(4)
Electrical (SCA Over-Time)	(b)(4)	(b)(4)
Electrical (DB)	(b)(4)	(b)(4)
Electrical (DB Over-Time)	(b)(4)	(b)(4)
HVAC (SCA)	(b)(4)	(b)(4)
HVAC (SCA Over-Time)	(b)(4)	(b)(4)
HVAC (DB)	(b)(4)	(b)(4)
HVAC (DB Over-Time)	(b)(4)	(b)(4)
Carpentry (SCA)	(b)(4)	(b)(4)
Carpentry (SCA Over-Time)	(b)(4)	(b)(4)
Carpentry (DB)	(b)(4)	(b)(4)
Carpentry (DB Over-Time)	(b)(4)	(b)(4)
Plumbing (SCA)	(b)(4)	(b)(4)
Plumbing (SCA Over-Time)	(b)(4)	(b)(4)
Plumbing (DB)	(b)(4)	(b)(4)
Plumbing (DB Over-Time)	(b)(4)	(b)(4)
Utility Helper (SCA)	(b)(4)	(b)(4)
Utility Helper (SCA Over-Time)	(b)(4)	(b)(4)
Utility Helper (DB)	(b)(4)	(b)(4)
Utility Helper (DB Over-Time)	(b)(4)	(b)(4)
Drawings Services	(b)(4)	(b)(4)
Call Back Services (Composite HVAC/ELEC/GMW)	(b)(4)	(b)(4)
Clean Cubicle Fabric Panel (Janitor)	(b)(4)	(b)(4)
Clean Upholstered Chari (Janitor)	(b)(4)	(b)(4)

Additionally, per the Contracting Officers Technical Representative's (COTR's) request for diminishing overhead, based on the value of a dependent Office Service Request (OSR), we propose the following:

(b)(4)

Mail Invoice To:

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12250 EL CAMINO REAL
SUITE 300
SAN DIEGO CA 92130

Please Direct Inquiries to:

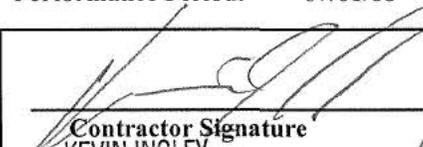
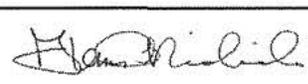
GLENN A. NISHIDA
Title: CONTRACTING OFFICER
Phone: 360-619-6099
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$8,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 _____ Contractor Signature KEVIN INGLEY, SENIOR VICE PRESIDENT _____ Printed Name/Title 21 MAR 13 Date Signed	 _____ BPA Contracting Officer January 10, 2013 Date Signed	Digitally signed by GLENN NISHIDA Date: 2013.01.10 11:04:26 -08'00'
---	---	---

Title : INCLUDE NEW PRICING FOR CURRENT OPTION AND INCREASE FUNDS (\$500K)
Modification: 019
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method : TIME & MATERIALS

Scope of Work Attached

**Contract 38523-003
Modification 19
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this time & materials release is hereby increased by \$500,000.00, from NTE \$8,300,000.00 to NTE \$8,500,000.00.
2. All other terms and condition remain unchanged.

RECAPITULATION

Original Estimated Cost	\$8,300,000.00
Increase in Estimated Cost by this Modification 19	<u>\$ 500,000.00</u>
Total Estimated Cost (NTE)	NTE \$8,800,000.00

<End of Modification Number 19>

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:
G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

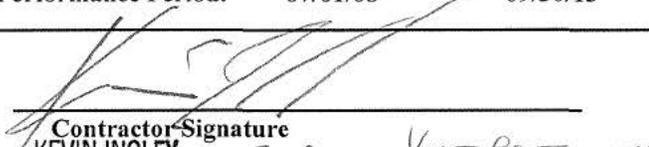
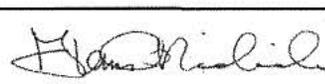
REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 503-230-7414
Fax : 503-230-4508

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$9,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 Contractor Signature KEVIN INGLEY <i>Senior Vice President</i> Printed Name/Title <i>21 MAR 13</i> Date Signed	 Digitally signed by GLENN A. NISHIDA DN: cn=GLENN A. NISHIDA, o.ou, email=ganishida@bpa.gov, c=US Date: 2013.03.20 09:29:17 -0700 BPA Contracting Officer March 20, 2013 Date Signed
--	--

Title : ADD FUNDING FOR T&M RELEASE 003 OF FACILITIES CONTRACT
Modification: 020
Modified Performance Period: -
Modification Value: \$1,000,000.00
Pricing Method :

Scope of Work Attached

**Contract 38523-003
Modification 20
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT**

In accordance with the Contract Ceiling Limitation (22-7) (Sep 98) Clause, this contract release is hereby modified as follows:

1. The ceiling limitation for this Time & Materials release is hereby increased by \$1,000,000.00, from NTE \$8,800,000.00 to NTE \$9,800,000.00.
2. Incorporate the following Rate Schedule (omitted in Modification 19):

CFM HOURLY LABOR RATES			
Qty.	Description	Unit Cost	Extended Cost
	Custodial (CBA)	(b) (4)	
	Custodial (CBA Over-Time)		
	Grounds Maintenance (SCA)		
	Grounds Maintenance (SCA Over-Time)		
	Electrical (SCA)		
	Electrical (SCA Over-Time)		
	Electrical (DB)		
	Electrical (DB Over-Time)		
	HVAC (SCA)		
	HVAC (SCA Over-Time)		
	HVAC (DB)		
	HVAC (DB Over-Time)		
	Carpentry (SCA)		
	Carpentry (SCA Over-Time)		
	Carpentry (DB)		
	Carpentry (DB Over-Time)		
	Plumbing (SCA)		
	Plumbing (SCA Over-Time)		
	Plumbing (DB)		
	Plumbing (DB Over-Time)		
	Utility Helper (SCA)		
	Utility Helper (SCA Over-Time)		
	Utility Helper (DB)		
	Utility Helper (DB Over-Time)		
	Drawings Services		

3. All other terms and condition remain unchanged.

RECAPITULATION

Original Estimated Cost	\$8,800,000.00
Increase in Estimated Cost by this Modification 20	<u>\$ 1,000,000.00</u>
Total Estimated Cost (NTE)	NTE \$9,800,000.00

<End of Modification Number 20>

STATEMENT OF JUSTIFICATION

Contract No. 38523

Ross Complex Release #004

Requested Ross Complex Adjustment due to Option 1 approval, effective October 1, 2011 to September 30, 2012.

Increase Reasoning

3% cost of living wage increase

13.60% (\$3.16 to \$3.59), \$0.43 per hour H&W increase per SCA WD 05-2441, Revision 11, 06/13/2011

Increase in Other Direct Costs (ODC) to cover uniforms, miscellaneous safety items, and the new BPA requirement for Safety Footwear.

Breakdown of Direct Costs - Option Period-III I
ROSS Spreadsheet
Scenario: 1 Base Period and 5 Option Periods

O&M
General Maintenance Worker (3)

Total O&M Labor

ODC

Total O&M ODC's

Total O&M

Option Period I Contract Total

Breakdown of Direct Costs - Option Period IV II
ROSS Spreadsheet
Scenario: 1 Base Period and 5 Option Periods

O&M
General Maintenance Worker

Total O&M Labor

ODC

Total O&M ODC's

Total O&M

Option Period II Contract Total

Breakdown of Direct Costs - Option Period V-III
ROSS Spreadsheet
Scenario: 1 Base Period and 5 Option Periods

O&M
General Maintenance Worker

Total O&M Labor

ODC

Total O&M ODC's

Total O&M

Option Period III Contract Total

(b) (4)

(b) (4)

(b) (4)

UNITED STATES
GOVERNMENT

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00003
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

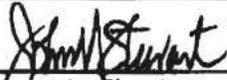
REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$10,300,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
John N Stewart Senior Vice President
Printed Name/Title
6/26/2013
Date Signed


BPA Contracting Officer
July 10, 2013
Date Signed

Digitally signed by GLENN A. NISHIDA
DN: cn=GLENN A. NISHIDA, o, ou,
email=ganishida@bpa.gov, c=US
Date: 2013.07.10 13:25:13 -0700'

Title : ADD FUNDS TO TEM RELEASE FOR FACILITIES MANAGEMENT CONTRACT

Modification: 021
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method :



COVER SHEET CONTINUATION

Contract No. 38523, Release No. 003, Mod No. 22
Facilities Maintenance Contract
G4S Integrated Facilities Services, LLC
Add Funds to T&M Release

Contracting Officer's Technical Representative – Bryon Kelly / 503-230-3864 / bskelly@bpa.gov
Contracting Officer – Rebecca Tangen / 503-230-7414 / rstangen@bpa.gov

The contract release is modified as follows:

1. The T&M type release funds are increased by \$500,000.00, from \$10,300,000.00 to \$10,800,000.00.
2. The contractor shall continue to perform the work as described in the Statement of Work.
3. This modification constitutes the total equitable adjustment for the changes described herein. All other terms and conditions remain unchanged and in full force and effect.
4. Please submit invoice via email marked with contract number to Byron Kelly at bskelly@bpa.gov and copy Rebecca Tangen at rstangen@bpa.gov.

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Mail Invoice To:

See Page 2

Contract : 00038523
Release : 00003
Page : 1

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G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

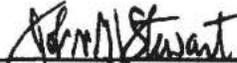
REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$10,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

**** NOT TO EXCEED ****
Payment Terms: & Days Net 30



Contractor Signature

John N Stewart Senior Vice President

Printed Name/Title

6/26/2013

Date Signed



Digitally signed by GLENN A. NISHIDA
DN: cn=GLENN A. NISHIDA, o=OU
email=gnishida@bpa.gov, c=US
Date: 2013.07.10 11:27:24 -0700

BPA Contracting Officer

July 10, 2013

Date Signed

Title : ADD FUNDS TO T&M RELEASE FOR FACILITIES MANAGEMENT CONTRACT

Modification: 022
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method: TIME & MATERIALS

Scope of Work Attached



COVER SHEET CONTINUATION

**Contract No. 38523 Release No. 03 Mod No. 21
ADD FUNDS TO T&M RELEASE FOR FACILITIES MANAGEMENT CONTRACT
G4S INTEGRATED FACILITIES SERVICES LLC**

Contracting Officer's Technical Representative – Bryon Kelly / 503-230-3864 / bskelly@bpa.gov
Contracting Officer – Rebecca Tangen / 503-230-7414 / rstangen@bpa.gov

1. This Contract is hereby issued as follows and consists of:

Signature Page
Cover Sheet Continuation

2. The Scope of Work remains unchanged.
3. The performance period remains September 30, 2013.
4. As a result of these changes, it is understood and agreed that pursuant to the above, the Contract amount is hereby increased as follows; funds in the amount of \$5000,000.00 are hereby obligated for this effort.

RECAPITULATION

Previous Contract Amount: \$9,800,000.00
Modification No. 021: \$500,000.00
Revised Contract Total Amount: \$10,300,000.00

5. Invoices shall be marked with Master Agreement 38523 Modification 21 and shall be submitted electronically via email to the Contracting Officer's Technical Representative mentioned above.
6. All other terms and conditions remain unchanged.

UNITED STATES
GOVERNMENT

RELEASE

Mail Invoice To:

.See Page 2

Contract : 00038523
Release : 00003
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$11,300,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

Printed Name/Title

Date Signed



Digitally signed by GLENN A. NISHIDA
DN: cn=GLENN A. NISHIDA, o, ou,
email=ganishida@bpa.gov, c=US
Date: 2013.07.26 07:09:55 -0700

BPA Contracting Officer

July 26, 2013

Date Signed

Title : ADD FUNDS TO T&M RELEASE FOR FACILITIES MANAGEMENT CONTRACT

Modification: 023
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method : TIME & MATERIALS

Scope of Work Attached



COVER SHEET CONTINUATION

Contract No. 38523, Release No. 003, Mod No. 23
Facilities Maintenance Contract
G4S Integrated Facilities Services, LLC
Add Funds to T&M Release

Contracting Officer's Technical Representative – Bryon Kelly / 503-230-3864 / bskelly@bpa.gov
Contracting Officer – Rebecca Tangen / 503-230-7414 / rstangen@bpa.gov

The contract release is modified as follows:

1. The T&M type release funds are increased by \$500,000.00, from \$10,800,000.00 to \$11,300,000.00.
2. The contractor shall continue to perform the work as described in the Statement of Work.
3. This modification constitutes the total equitable adjustment for the changes described herein. All other terms and conditions remain unchanged and in full force and effect.
4. Please submit invoice via email marked with contract number to Byron Kelly at bskelly@bpa.gov and copy Rebecca Tangen at rstangen@bpa.gov.

UNITED STATES
GOVERNMENT

RELEASE

Mail Invoice To:

.See Page 2

Contract : 00038523
Release : 00003
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$11,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

Printed Name/Title

Date Signed



BPA Contracting Officer

July 26, 2013

Date Signed

Digitally signed by GLENN A. NISHIDA
DN: cn=GLENN A. NISHIDA, o, ou,
email=gnishida@bpa.gov, c=US
Date: 2013.07.26 07:12:13 -07'00'

Title : INCREASE FUNDING
Modification: 024
Modified Performance Period: -
Modification Value: \$500,000.00
Pricing Method : TIME & MATERIALS

Scope of Work Attached



COVER SHEET CONTINUATION

Contract No. 38523, Release No. 003, Mod No. 24
Facilities Maintenance Contract
G4S Integrated Facilities Services, LLC
Add Funds to T&M Release

Contracting Officer's Technical Representative – Bryon Kelly / 503-230-3864 / bskelly@bpa.gov
Contracting Officer – Rebecca Tangen / 503-230-7414 / rstangen@bpa.gov

The contract release is modified as follows:

1. The T&M type release funds are increased by \$500,000.00, from \$11,300,000.00 to \$11,800,000.00.
2. The contractor shall continue to perform the work as described in the Statement of Work.
3. This modification constitutes the total equitable adjustment for the changes described herein. All other terms and conditions remain unchanged and in full force and effect.
4. Please submit invoice via email marked with contract number to Byron Kelly at bskelly@bpa.gov and copy Rebecca Tangen at rstangen@bpa.gov.

UNITED STATES
GOVERNMENT

RELEASE

Mail Invoice To:

.See Page 2

Contract : 00038523
Release : 00003
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT RELEASE #3 (TIME AND MATERIALS)

Total Value : \$12,800,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/13

** NOT TO EXCEED **
Payment Terms: % Days Net 30

N/A UNILATERAL FUNDING MOD

Contractor Signature

Printed Name/Title

Date Signed



Glenn A. Nishida
2013.08.08 14:57:35 -07'00'

BPA Contracting Officer
August 8, 2013
Date Signed

Title : ADD FUNDING FOR REMAINDER OF FISCAL YEAR
Modification: 025
Modified Performance Period: -
Modification Value: \$1,000,000.00
Pricing Method :



COVER SHEET CONTINUATION

**Contract No. 38523, Release No. 003, Mod No. 25
Facilities Maintenance Contract
G4S Integrated Facilities Services, LLC
Add Funds to T&M Release**

Contracting Officer's Technical Representative – Bryon Kelly / 503-230-3864 / bskelly@bpa.gov
Contracting Officer – Rebecca Tangen / 503-230-7414 / rstangen@bpa.gov

The contract release is modified as follows:

1. The T&M type release funds are increased by \$1,000,000.00, from NTE \$11,800,000.00 to NTE \$12,800,000.00.
2. The contractor shall continue to perform the work as described in the Statement of Work.
3. This modification constitutes the total equitable adjustment for the changes described herein. All other terms and conditions remain unchanged and in full force and effect.
4. Please submit invoice via email marked with contract number to Byron Kelly at bskelly@bpa.gov and copy Rebecca Tangen at rstangen@bpa.gov.

Modification 007 Pricing

UNITED STATES
GOVERNMENT

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00004
Page : 1

Vendor:
G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: CFM CONTRACT (RELEASE #4) ROSS SUPPORT

Total Value : \$1,245,720.50
Pricing Method: TIME & MATERIALS
Performance Period: 07/01/08 - 09/30/14

** NOT TO EXCEED **
Payment Terms: % Days Net 30

Contractor Signature		Glenn A. Nishida 2013.11.07 17:05:29 -08'00'
Printed Name/Title	BPA Contracting Officer	
Date Signed	11-07-2013	

Title : EXERCISE OPTION YR 3 (INCLUDES REQUEST FOR EQUITABLE ADJUSTMENT)
Modification: 010
Modified Performance Period: - 09/30/14
Modification Value: \$220,922.00
Pricing Method :

Scope of Work Attached

Contract 38523
Release 4
Modification 10

In accordance with the Contract Ceiling Limitation (22-7) clause and the Performance Period and Options (7-7) clause, this release is hereby modified as follows:

1. Add funding for Fiscal Year 2014 in the amount of \$220,922.00.
2. The ceiling limitation for this release is hereby increased by \$216,691.00, from NTE \$1,024,798.50 to NTE \$1,245,720.50
3. Exercise Option Year Three (3). Change the Period of Performance Ending Date from September 30, 2013 to September 30, 2014.
4. All other terms and conditions remain unchanged.

RECAPITULATION

Original Estimated Cost through Mod 009	\$1,024,798.50
Increase in Estimated Cost by this Mod 010	<u>\$220,922.00</u>
Total Estimated Cost	\$1,245,720.50

<End of Modification 10>

UNITED STATES
GOVERNMENT

RELEASE

Mail Invoice To:

Contract : 00038523
Release : 00005
Page : 1

Vendor:

G4S INTEGRATED FACILITIES SERVICES LLC
4800 OVERTON PLAZA
SUITE 380
FORT WORTH TX 76109

Please Direct Inquiries to:

REBECCA S. TANGEN
Title: CONTRACT SPECIALIST
Phone: 360-619-6310
Fax : 360-619-6958

Attn: KEVIN P INGLEY

Contract Title: VANCOUVER MALL FACILITY SUPPORT

Total Value : \$143,220.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 12/01/12 - 09/30/14

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

Printed Name/Title

Date Signed



Glenn A. Nishida
2013.11.07 15:53:54 -08'00'

BPA Contracting Officer

11/07/2013

Date Signed

Contract Modifications

Title : EXERCISE OPT YR 3 (INCLUDES REQUEST FOR EQUITABLE ADJUSTMENT)

Modification: 001
Modified Performance Period: - 09/30/14
Modification Value: \$70,622.00
Pricing Method : FIRM FIXED PRICE

Scope of Work Attached

Contract 38523-005
Modification 01
HEADQUARTERS CONSOLIDATED FACILITIES MANAGEMENT- VAN MALL

In accordance with the Clause 7-7, Performance Period and Options, this Release is hereby modified as follows:

1. This Release is hereby changed from a Time and Materials (T&M) release to a Firm Fixed Price (FFP) release (Revised Statement of Work is attached as Page 3).
2. The Performance Period Ending Date is changed from September 30, 2013 to September 30, 2014.
3. Additional Funding in the amount \$70,622.00 (FFP) is added for Fiscal Year 2014 performance and payment.

This modification constitutes the total equitable adjustments for changes described herein.

Invoices shall be marked with Master Contract 38523, Release 005, Modification 01 and shall be submitted electronically via email to the Contracting Officer's Technical Representative mentioned above.

All other terms and conditions remain unchanged.

Recapitulation:

Contract Total Amount (Time of Award)	\$72,598.00
Increase to Contract Total Amount, Modification Number 1	\$70,622.00
Resulting Contract Total Amount (FFP)	\$143,220.00

<End of Modification Number 01>

Consolidated Facilities Maintenance Contract
Contract #00038523
Release 005
Revised (FFP) Statement of Work

In order to provide general maintenance support to the BPA employees at Van Mall, this release to the existing contract is being created. An organizational re-alignment between the Facilities Asset Management (NWM) organization and the Facilities Operations (NWF) organization has shifted the responsibility to service the Van Mall complex to the NWF group. NWF currently provides all operations and maintenance to the Headquarters building and to that has been added the same responsibility for Van Mall.

This Firm Fixed Price release, as negotiated and agreed to between the Bonneville Power Administration (BPA) and the Contractor will ensure facilities maintenance service delivery to the 600+ employees' duty stationed at Van Mall. Being a leased facility, this position will require constant collaboration and coordination with the landlord or building owner's representative to address any and all building related issues or concerns.

The contractor will provide a full-time "uniformed" facilities maintenance worker to provide this service. This is a full time position designated to the Van Mall campus.

The government will provide sufficient work space, materials and supplies needed to adequately perform this service over and above any that are being provided by the lessor as part of the negotiated lease.