ATTACHMENT A

Smithsonian Institution

STATEMENT OF WORK

Revised March 2024

Preventive and Remedial Maintenance Services for Chillers

1.0 BACKGROUND

The Smithsonian Facilities, Office of Facilities Management and Reliability (OFMR) has a facility wide requirement for Preventive and Remedial Maintenance Services for Chillers with multiple original equipment manufacturers. OFMR is the world leader in museum facilities management and operates and maintains the facilities of the Smithsonian in Washington, DC, New York City, New York, Suitland, Maryland, Chantilly and Front Royal, Virginia, Edgewater, Maryland and Smithsonian Tropical Research Institute (STRI) located in Panama.

The Smithsonian Institution founded in 1846 is the world's largest museum, education, and research complex consisting of 19 museums and galleries, NZP, 9 Research Centers around the world including the Smithsonian Tropical Research Institute (STRI) in Panama. The Smithsonian welcomes millions of visitors each year to our facilities in the Washington, DC, area and New York City. Our staff and volunteers work to deliver a "seriously amazing" experience to everyone who visits, 364 days a year.

Collections:
Smithsonian protects and preserves the nation's rich heritage, art from across the globe and the immense diversity of the natural and cultural world. The Smithsonian is committed to the conservation of its collection of artifacts and art for future generations. Preservation of these items are threatened by repeated exposure to a variety of detrimental factors including excessive light, temperature and humidity extremes, poor handling and storage practices, pests, and accidental damage. Therefore, appropriate and proper facility management of the environment housing the artifacts is imperative to the conservation practices for preserving history and the treasures of the United States of America.

Animal Life Support and Safety at the National Zoological Park:
NZP has two main facilities, one located in Upper Northwest Washington DC (Zoo) and a Conservation Biology Institute (SCBI) located in Front Royal, Virginia. Both house the living treasures of the United States of America. Many of these animals are deemed endangered species, extinct or of a unique breed. The main Zoo is open to the public 365 days a year and SCBI mission is a captive breeding facility where animals are studied and bred without the stress of public viewing. Thus, appropriate and proper facility management of the environment housing the live animals including the life support systems at the Zoo facilities are crucial for survival of the living treasures and determines how we manage our facilities. We cannot risk animal life due to substandard contractor services to our facilities.

2.0 OBJECTIVE

The Smithsonian Facilities, Office of Facilities Management and Reliability (OFMR) has a requirement for a Contractor to provide Preventive and Remedial Maintenance Services for its Chillers for 1 (one) 12-month base period and 9 (nine) optional periods for its museum and facilities in the following locations:

- Washington, DC
- Edgewater, MD
- Suitland, MD
- Chantilly, VA
- New York, NY
- Front Royale, VA

3.0 SCOPE OF WORK

The Contractor shall provide all necessary travel, labor, materials, parts, tools, equipment, and project management to perform the required services in accordance with the Statement of Work (SOW) for Preventive and Remedial Maintenance Services for Chillers.

3.1.0 Definitions

For purposes of this SOW the following definitions are applicable:

a. *Emergency Service* – Service needed to correct or repair life threatening or facility safety conditions.
b. *Inspection* - A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage.

c. *Non-Emergency Service* – Service that can be accomplished during normal work hours or the next business day and are not considered a potential security, hazard and safety issue.
d. *Normal Working Hours* – SI's normal working hours are from7:00 AM to 5:00 PM, Monday through Friday, except Federal Holidays and other days specifically designated for government closings by a government official.
e. *Preventive Maintenance* (PM) - shall include all routine inspections/testing, adjustments, and repair services performed on an annual basis.
f. *Quality Assurance* (QA) - A method used by SI to provide a measure of control over the quality of purchased goods and services received.
g. *Quality Control* (QC) - A method used by the Contractor to control the quality of goods and services provided.
h. *Remedial Maintenance* (RM) – shall include all repair services on an as needed basis to include all actions to diagnose chiller malfunctions and restore the chiller to normal operating condition up to $2,500.00.
i. *Remedial Repair* - The restoration of a piece of equipment, component, or system to such condition that it may be effectively utilized for its designated purpose(s). Repairs may include, but are not limited to overhaul or replacement of constituent parts or components/materials that have deteriorated or been damaged during usage and have not been corrected through maintenance or replacement of the entire system if beyond economical repair.
j. *Service Call* - A call placed to the Contractor, on an as needed basis to request an on-site adjustment, repair or test of a device, equipment or component at times other than during the performance of a routine scheduled maintenance that will return equipment to fully operable. This should be done at a price not to exceed (NTE) $ 2,500.00 or Smithsonian will be responsible to cover the cost to repair the chillers back to it's normal operation status.
k. *Service Call Backs* – Callback services are defined as any recall for repair of service not satisfied during initial call.
l. *Service Periods* - Periodic maintenance services required to be performed on an annual basis in accordance with the SOW.
m. *Standard Labor Hour Rate* - The rate per standard labor hour will include the Contractor's hourly wage by trade for regular working hours; and working hours exceeding regular working hours, general and administrative costs, direct and indirect overhead, and profit.
n. Contractor shall replace all parts with OEM parts, and to leave any and all working parts with customer for future use.

4.0 CONTRACTOR RESPONSIBILITY

4.1.0 Preventive Maintenance

The Contractor shall perform Preventive Maintenance (PM) on an annual basis for all assets listed in **Attachment B.**

PM services shall include all routine inspections/testing and repair services performed on an annual basis. Any and all salvageable parts should be left with clients for future use.

The Contractor shall use the O&M manual specific to the chillers in each building to build each annual preventive maintenance plans. All maintenance plans shall be reviewed and approved by the COTR. Upon approval of each Preventive Maintenance plan, the Contractor shall upload the plan to Tririga (see Attachment C) for each specific asset on this contract.

All PM services for Chillers shall adhere to an established preventive maintenance program in accordance with the NFPA-99, OSHA, Original Equipment Manufacturer (OEM) and American Society of Mechanical Engineers/ American National Standard Institute (ASME/ANSI) industry standards:

http:/https://www.asme.org/wwwasmeorg/media/ResourceFiles/Shop/Standards.

4.1.1 Chillers to Be Removed From Service

The Contractor shall only be permitted to remove from service **"ONLY"** one (1) Chiller at a time if redundant system has ability to provide sufficient operational capacity while performing PM services. In the event a Chiller is to be taken out of service without sufficient system capacity to provide operational needs or for a period exceeding 24 hours, the contractor shall provide immediate notification to the Contracting Officers Technical Representative (COTR).

4.2.0 Preventive and Remedial Maintenance Repairs

The Contractor shall repair replace/defective systems components identified during PM or RM services costing less than $2,500.00 for a single order and the cost of these components will be itemized on the field service report. Work exceeding this $2,500.00 threshold shall be preapproved in writing and scheduled by the COTR with the Contractor and performed as a RM service within (2) business days.
The Contractor shall provide a written itemized quote of the additional parts/material and estimate of hours using labor rates established by this contract. The quote shall be inclusive of all Contractor's cost and submitted to the COTR within 5 (five) working days prior to the work being performed.

The Contractor shall only be reimbursed for hours of authorized work with adequate documentation. The contractor shall ensure all time is accounted for and validated by

checking in and out with the COTR prior to and at the completion of work.

PARTS – The contractor price for parts billed to the government shall be allowed a maximum of 10% over the contractor's price paid to a merchant for the parts. The actual receipt for all parts and materials shall be provided.

Subcontracted work -- At the Smithsonian Institutions' discretion, the COTR *may* require that the Contractor furnish three (3) competitive quotes from subcontractors. The Smithsonian Institution shall not reimburse cost that exceeds the lowest quote for the parts and services.

4.3.0 Service Calls

The contractor will provide the Smithsonian Institution with a single telephone number that services can be requested from 24 hours a day, 7 days a week. The contractor's authorized representative shall respond to all calls with a return call within 1 hour. The COTR shall inform the contractor if the requested service is an emergency or non-emergency. All service calls will be issued a Tririga Work Task order for all requested services to be used for contractor work documentation.

4.3.1 Emergency Service Calls

Emergency service calls are defined as those calls that require service in order to restore operational continuity or correct life threatening or safety conditions. The COTR will immediately place a call to the Contractor for services.

Emergency service calls require a 2 (two) hour response time for the Contractor to arrive on-site to perform the services. The response time starts from the time the initial service call is placed with the Contractor. Emergency service calls shall be billed at the normal business hourly rate, with the exception of calls placed after normal business hours and as established in the contract.

4.3.2 Non-Emergency Service Calls:

Non-Emergency Service calls are defined as remedial maintenance that can be accomplished during normal work hours or the next business day and are not considered a potential operational, security, hazard and/or safety issue. All service calls will be authorized by the COTR.

4.3.3 Service Callbacks

Service callbacks are defined as any recall for repair of service not satisfied during initial

call. Service callbacks shall be designated as emergency or non-emergency by the COTR. **Emergency** callbacks shall be responded to immediately to correct hazardous situations and prevent further damage.

Non-emergency callbacks shall include responding to non-safety and non-emergency issues within twenty-four (24) hours that require repairs.

The Contractor shall respond to all callbacks and ensure the condition that caused the callback is corrected as quickly as possible prior to the departure of the responding technician; unless otherwise noted due to the repair being beyond the ability of the existing condition (i.e.; the lack of parts or material availability). In the event of such circumstances, the responding technician shall Lock Out/Tag out (LOTO) the equipment until the repairs are made. The Contractor shall report all such deficiencies and corrective actions to the COTR in accordance with the contract reporting requirements as soon as possible, as stated in section 5.1.2.

The Contractor shall ensure that the responding technician is qualified, trained, certified and has the ability to repair and correct the chiller for which the callback was placed.

Callback Documentation:
The next business day by 3pm, the Contractor shall provide the following information to the COTR:

1) Time the callback was placed
2) Technician's arrival time and departure time
3) Description of the malfunction, correction and services
4) Date of Service
5) Equipment make/model/serial number
6) Facility location

The Contractor shall ensure this information is also documented on the Tririga work task issued by the COTR.

4.3.4 Acceptance of work

The Contractor shall only submit work for acceptance those items that conform to the requirements of the contract. If any of the services do not conform to contract requirements, the Smithsonian may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the Smithsonian.

The Smithsonian has the right to inspect and test all services performed under the contract. Upon completion of repairs by the Contractor, the COTR will observe the operational testing of the equipment prior to acceptance of the work.

4.4.0 Replacement Parts

The Contractor shall provide new OEM or factory reconditioned replacement parts when providing PM and RM repairs. All replacement units, parts, components and materials to be used in the maintenance, repair, modification, alteration and upgrade of the equipment shall be compatible with the existing equipment and shall be of equal or better quality than original equipment specifications. Contractor shall dispose of any unusable parts using the SD 707 form provided by the COTR (ATTACHMENT H). COTR shall approve of any parts to be disposed.

In the event the OEM has been discontinued, updated, stopped production or discontinued the quantity of materials or parts for the equipment supplied under this contract, the replacement parts or materials shall equal or exceed the OEM quality and similarity. The equipment provided by the Contractor shall be free of missing components or defects, which would prevent the chiller from functioning as originally intended and/or designed.

The Contractor is required to provide the proper documentation and OEM warranties to support the replaced components, materials, and parts.

Prices charged to the government for replacement parts supplied by the Contractor shall not exceed 10% beyond the cost charged to the Contractor. The Contractor is required to provide proof of the cost of a replacement parts to the COTR.

4.4.1 Equipment Repair vs. Replacement

If repair of equipment will be at least 33% of the cost to replace with new equipment, the contractor shall notify the COTR of such before proceeding with the repair. The COTR shall make final determination as to whether to repair or fully replace equipment.

4.5.0 Compliance:

The Contractor shall be fully responsible for compliance with all SI, local, state, and Federal environmental/occupational safety laws, rules and regulations to include Title V certification testing and 3rd party inspections. The Contractor shall follow life and safety codes, and take necessary actions to avoid conditions that may be hazardous to the health and safety of SI visitor, personnel, collections and animals at the National Zoo. The Contractor is responsible for meeting all applicable OSHA and SI guidelines for safe working processes; example: lockout/tag-out. All work for the duration of the contract shall be performed by certified trained technicians.

4.6.0 Computerized Maintenance Management System

TRIRIGA is the Computerized Maintenance Management System (CMMS) used by the Smithsonian for processing of all inspection and service work requested. The contractor shall complete issued SI Work Tasks and attach all Field Service, inspection sheets, and work related documentation to issued work task in accordance with Attachment C.

5.0 DELIVERABLES

5.1.0 Maintenance Service Report Form

The Contractor shall develop a Maintenance Service Report (MSR) standard form that will be used to summarize the results of each inspection, test, and maintenance service to the COTR. The MSR developed by the Contractor shall be submitted to the COTR for approval not later than 30 calendar days after contract award.

A separate MSR shall be provided for each asset summarizing the results of each inspection, test, and maintenance service performed and submitted to the COTR not later than 5 (five) business days upon completion of the scheduled services.

The MSR's shall be signed by the Technician performing the work service and the reviewing Supervisor.

At a minimum, the MSR shall include the following:

- List the type of chiller
- Indicate inspected, tested, maintained, and/or corrected
- Date when work was performed
- Existing condition of each chiller
- Estimated remaining life
- Location, Model and Serial # of the chiller
- Signature/Date block for Technician and Supervisor

5.1.2 Inspection and Testing Deficiency (ITD) Report

The Contractor shall submit corrective work task in Tririga with a Microsoft compatible ITD Report attached that contains a list of system/equipment deficiencies noted during each PM and RM service which are beyond the scope of work for maintenance as defined hereinafter.

5.1.3 Sample and Testing Reports

The Contractor shall submit documentation of all testing and oil and sample test reports to the COTR within (5) business days of results being analyzed and attach reports to the work ticket in Tririga.

5.1.4 Inventory Verification

The Contractor shall verify chiller inventory and submit any discrepancies to the COTR within 30 days after award and annually thereafter.

5.1.5 Five Year Life Cycle Study

The Contractor shall develop a Life cycle study of all chillers and identify any that should be replaced within the next 5 years to be submitted in prior to Option Year 1.

6.0 CONTRACTOR REQUIREMENTS

The Contractor shall provide all necessary travel, labor, materials, parts, tools, equipment, and project management to perform the required services.

Contractor Project Manager

The Contractor shall provide a primary and secondary Project Manager that possess a minimum of 5 (five) years of experience and qualifications in chiller maintenance services performing analysis, maintenance and repair of various types of chillers or have the applicable training and certifications to carry out the terms of the contract.

7.0 CONTRACTOR SAFETY

All work performed under this contract shall be performed using safe practices per The Occupational Safety and Health Act (OSHA) requirements, Smithsonian Directive SD-419 **(Attachment G)** and industry practices as noted on page 13, section 10. It is essential that the Contractor protect the physical welfare of all museum visitors, staff, other Contractors and their staff.

The Contractor shall comply and provide training for their employees on the most current editions of all applicable Safety Codes and Manuals related to Federal, State, Local laws, regulations and standards related to chiller maintenance including but not limited to OSHA - https://www.osha.gov/law-regs.html.

The Contractor shall report all accidents including but not limited to injury, trauma, occupational disease, exposure, and accidents resulting in death, accidents defined by OSHA as "Recordable", accidents including Hazardous Material (HAZMAT) and all incidents resulting in damage to SI property. The Contractor shall initially inform the COTR verbally as soon as practical and submit a full report of the injury and/or damage to personnel, SI property and/or equipment within 24 hours of the occurrence.

The Contractor shall provide all Personal Protective Equipment (PPE) and training for its employees and use them as required by such policies, laws, directives, practices and regulations as enforced by OSHA.

The Contractor shall provide all Lock Out/Tag Out (LOTO) equipment and training for its employees and use them as required by such policies, laws, directives, practices and

regulations as enforced by OSHA.

The Contractor and its employees shall be aware of where the fire alarms and extinguishers are located in the immediate areas occupied by them and be trained how to activate them if required. If unsure, please contact the COTR for guidance.

The Contractor shall notify the COTR about any flammable, corrosive or combustible materials prior to bringing them into any SI Building/Facility. The Contractor shall handle and store all combustible supplies, materials and waste in a manner that prevents fire or hazards to any persons or facilities. The Contractor shall follow the most current policies, laws, directives, practices and regulations pertaining to storage and waste per OSHA & Resource Conservation and Recovery Act (RCRA) - https://www.epa.gov/rcra. The Contractor shall provide all containers as per the most current and applicable codes to include Fire Rated cabinets, rag cans, waste cans, etc., per OSHA & (RCRA).

The Contractor shall provide a copy of the Safety Data Sheet (SDS) for all products (including chemicals, cleaning agents, testing supplies, etc.) used in any SI Building/Facility to the COTR and in any area that the Contractor maintains and anytime thereafter that there is a change in product. The Contractor shall provide a current SDS to the COTR for approval at least (7) seven days prior to use in any Smithsonian Facility. Use of any Contractor products will not be permitted without the COTR approval.

The Contractor shall provide signage on all chiller equipment in the event that it is out of service for any reason, declaring the piece of equipment is "Out of Service", Signage shall be placed at all equipment access points.

The Contractor shall provide safety barricades to:

- Prevent unauthorized personnel access to the work areas
- Create a "buffer zone" and to prevent any hazardous situation

The Contractor shall provide a safe and secure barrier that is stable, The Contractor shall obtain COTR approval of proposed signage and barricades prior to use.

The Contractor shall have in place, before commencement of work, a spill prevention and cleanup program meeting all of the requirements set forth in OSHA 29 CFR 1910/CWA40CFI 12 – https://www.osha.gov/Publications/osha2254.pdf. The COTR must review Contractors spill prevention/cleanup program. The COTR must also be notified immediately of any spill.

8.0 SAFETY PLAN SUBMISSION

The Contractor shall submit a detailed general safety plan to the COTR for review no later than ten (10) business days immediately following contract award. This plan shall

include how the Contractor plans to conduct work in accordance with "OSHA Standards" - http://www.osha.gov.

If the Contractor fails to comply with the safety requirements set forth herein or performs work in a manner which poses serious or imminent danger to the health and/or safety of Smithsonian Institution personnel or visitors, the COTR will provide immediate oral notification to the Contractor to stop work. This notification, when received by the Contractor, shall be deemed sufficient notice and the contractor shall bear all costs for eliminating the hazard(s). The Contractor shall not be granted compensation for the work stoppage.

9.0 CONTRACTOR'S QUALITY CONTROL SURVEILLANCE PLAN

The contractor shall implement an effective quality control surveillance plan as a means to monitor and measure work performance and to ensure services are performed in accordance the SOW.

The Contractors quality control surveillance plan shall provide for quality control inspections during preventive maintenance inspections at a minimum of two times per service technician during each years' service period. The COTR may identify specific quality characteristics of the Contractors work that is to be reviewed in addition to the quality control inspection performed by the contractor.

At all times during the contract period the Contractor shall provide no less the level of quality described in the SOW. The contractor's quality control surveillance plan is the means by which the Contractor assures that work complies with the requirements of the contract. A proposed Quality Control Surveillance Plan shall be submitted within the contractor's quote.

10.0 COMPLIANCE TO CODES AND STANDARDS

The Contractor shall comply with the most current editions of all applicable codes, directives, laws, procedures, practices, standards, regulations and handbooks including, but not limited to: the National Fire Protection Association (NFPA 110 & 70B) – https://www.nfpa.org/Codes-and-Standards, the National Electrical Code (NEC) – https://www.nfpa.org/NEC, the American Society for Testing of Materials (ASTM) – https://www.astm.org/ and The Occupational Safety and Health Act (OSHA) - http://www.osha.gov.

If a change in law and regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price, the Contractor shall submit the required action within 30 calendar days to the COTR a price quote for such a change. If the CO determines an equitable adjustment is substantiated, a modification to the Contract will be issued.

11.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with all federal, state and local environmental laws and regulations to avoid conditions, which may be hazardous to the health of persons at or near a Government facility. SI shall not be responsible for the proper storage and management of hazardous waste in accordance with all Federal, State and Local

regulations. The contractor is responsible for the removal and disposition of all surplus chemicals (e.g., paints, lubricants, and cleaning products) that they bring on site as part of the work. **No contractor shall use any drain, pipe or plumbing fixture for the disposal of any waste materials.** No chemicals that the Contractor bring on-site shall remain on-site at the completion of the work without consent from the Smithsonian.

Title V and CO Testing
The Government may direct the contractor to submit reports to Building Manager under the "Repair of Chillers". As part of the base service under this contract, Contractor is responsible for lock out and tag out shall be reported to the COTR during Annual Preventive Maintenance of Chillers.

11.1.0 Environmental Permits

The contractor shall, without additional expense to the SI, be responsible for obtaining all necessary licenses and permits required for handling or disposal of hazardous or non-hazardous waste.

12.0 CONFINED SPACE HOT WORK PERMITS

The Contractor shall comply with the OSHEM standards set forth internally by Smithsonian's safety team which requires the contractor to provide a Hot Work Permit – http://www.sifacilities.si.edu/safety_health/docs/safety_manual/pdf%20PRISMout/ch_14_hot_work_management_and_permit_system.pdf, (ATTACHMENT E) whenever conducting repairs or services that involve these processes. The COTR will provide copies of these forms upon request. Confined Space Permits will be required to meet the OSHA standards, procedures, and directives that are addressed in OSHA Regulation, 29 CFR 1910.146, "Permit Required Confined Spaces" – *https://www.osha.gov/Publications/osha3138.pdf (ATTACHMENT F)* and submit a completed permit whenever it's necessary to work within these areas.

13.0 CONTRACTOR'S PERSONNEL REOUIREMENTS

The Contractor shall provide all personnel with the required qualifications, expertise, training and certifications to effectively perform all requirements for the assets as identified in **Attachment B – Inventory.**

Contractor personnel shall have a minimum of three years of experience in the performance of these requirements similar to those specified in the statement of work. The Contractor's Project Managers shall have a minimum of five years of experience as stated in the SOW.

13.1.0 General Security

The Contractor and its employees shall comply with the regulations of the Smithsonian Institution regarding security clearance and escort requirements. The Smithsonian Institution will provide escorts as needed at no cost to the Contractor.

13.2.0 Contractor's Personnel & SI Credentialing Requirements

All Contractor personnel performing work in Smithsonian Institution spaces shall obtain a security credentials from the Smithsonian Institution, Office of Protection Services (OPS). The Contractor shall submit names and required background information to the COTR at least 14 (Fourteen) calendar days prior to starting work in conjunction with this contract. Background Investigations and Credentials for Contractor's Personnel procedures and forms will be provided to the Contractor via the COTR.

All Contractor personnel performing work on Smithsonian Institution premises shall obtain security credentials from the Smithsonian Institution's Office of Protection Services (OPS).

As a minimum requirement, prospective employees will be expected to complete a "Smithsonian Institution Contractor ID Request Form", and to provide a clear, legible photocopy of the employee's driver's license and/or a social security card as well as a passport. Should suitability issues be discovered that would preclude an individual from being granted access to the property, the COTR will notify the Contractor so arrangements can be made for a replacement or coordinate other security arrangements. Time must be allowed for the screening of these replacements.

All of the contractor's employees assigned to work at SI under this contract will need access to staff-only areas of SI controlled facilities and leased spaces, which will require each employee to receive an SI Credential. All of those individuals will be required to undergo and pass an appropriate background investigation and complete security awareness training before an SI Credential is issued. Employees whose associations with the SI will be less than 30 consecutive days shall not receive a background investigation or SI Credential, however, they must be escorted by Credentialed personnel at all times when in staff-only areas of SI facilities.

Form OCON 520, Background Investigations and Credentials for Contractors' Personnel **(Attachment D)**, is included. The following actions shall be required to be completed by the SI Contracting Officer's Technical Representative (COTR) and successful vendor:

1. The COTR shall provide an OF-306, Declaration for Federal Employment form, for each of the Contractor's employees who will be assigned to the SI for 30 days or longer. The OF-306 forms must be completed by each person and returned by the

Contractor to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor.

2. For contractors to SI organizations outside the Washington DC and New York City areas, forms SF-87, Fingerprint Cards, shall be provided to the Contractor by the COTR or other designated SI employee. Each form SF-87 must be returned to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor When necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306.

Contractor employees receiving a security clearance to work at the Smithsonian Institution will be issued Contractor badges. Badges are deemed government property and shall be immediately returned if the individual leaves the Contractor's employment or will no longer be performing services under this contract.

13.2.1 Project Manager

The Contractor shall provide a primary and secondary Project Manager that possess a minimum of 5 (five) years of experience in the maintenance and repair of assets listed in Attachment B – Inventory. The Project Manager must be an employee of the Contractor’s company.
Subcontractors or consultants will not be acceptable for the position of Project Manager. The Project Manager must be available as necessary to manage contract performance under this contract.

The Contractor shall adhere to the same professional and ethical standards of conduct required of SI personnel. The contractor shall not:

(1) Discuss with unauthorized persons any information obtained in the performance of work under this contract.

(2) Conduct business, other than that which is covered by this contract, during periods paid by the Smithsonian;

(3) Conduct business not directly related to this contract on SI premises.

13.2.2 Key Personnel

The contractor shall identify and provide the Contracting Officer and COTR with a list of names of its key personnel who shall be responsible for fulfilling all the requirements of this SOW including responding to service and emergency callbacks.

Name	Job Title

Individuals identified as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall the COTR within thirty (30) days in writing of the substitution and include proof of certifications.

The COTR will notify the Contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel.

13.3.0 Employee Uniforms

The Contractor's employee uniform shall be an outer garment with an identifying emblem or words of sufficient size to properly identify only the name of the Contractor and the employee. Uniforms shall be neat, clean, and in accordance with OSHA standards.

13.4.0 Conduct

The Contractor's personnel shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual(s) whose removal is requested by the COTR based on the employee(s) behavior that is deemed inconsistent with the best interest of the Smithsonian Institution.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to its personnel as necessary. The contractor's personnel is expected to adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. **No smoking is allowed in the building or on the grounds of any SI properties**. For additional information, contractor shall consult with the COTR.

13.5.0 Safeguarding the Smithsonian Institution

The Contractor shall be responsible for safeguarding all Smithsonian Institution property provided for the Contractor's use. The Contractor shall secure all Smithsonian Institution facilities, equipment, and materials at the close of each work period.

14.0 WORKMANSHIP MATERIAL STANDARDS AND WARRANTY

When the Contractor completes work on a system or equipment included in this contract, that system or equipment shall be free of missing components or defects which would prevent it from functioning as originally intended and designed. Corrective or repair/replacement work shall be carried to completion, including operational checks and cleanup of the work site. Except where noted otherwise, replacement components and systems shall match existing in dimensions, finish, color, and design.
During and at the completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed from Smithsonian Institution property at the completion of the job and/or at the end of each day work is in progress.

Smithsonian Institution requires that the Contractor warrants and implies that the goods and services furnished hereunder are merchantable, fully conformed to the SI's specifications, drawings, designs, Scope of work, and are fit for intended use described in this contract. The contactor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to all customers for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the government by any other clause of this contract. Contractor agrees to pass through all warranties from other manufacturers.

At a minimum, the contractor shall provide a 90 day warranty for all parts and labor unless the manufacturer's warranty exceeds the terms.

15.0 GOVERNMENT FURNISHED FACILITIES PROPERTY AND SERVICES

The Smithsonian Institution will provide the Contractor use of certain Smithsonian Institution owned facilities, equipment, and material for use with this contract as long as it is proprietary in conjunction with the intent of conducting PM or RM services.

The use of Smithsonian Institution furnished facilities, equipment, and material for purposes other than this contract is prohibited.

All facilities, equipment, and materials will be provided to the Contractor in "as-is" condition. It is not anticipated that the Smithsonian Institution will furnish any specific equipment or materials under this contract.

The Smithsonian Institution will furnish, at no cost to the Contractor, the following utility services at existing outlets as may be required for the work to be performed under the contract where available:

- Electricity
- Fresh Water

The Smithsonian Institution will not provide temporary power or run substantial cords or water hoses to provide connection to these utilities especially if these connections are a great distance away from the site.

16.0 CONTRACTOR PARKING

This contract does not include parking for Contractor personnel and is sole responsibility of the contractor.

Free parking may be available for Contractor vehicles at the Suitland, Maryland and Edgewater, Maryland sites, however is not guaranteed to be available for Contractor vehicles under this contract.

17.0 MUSEUM ARTIFACTS

The handling of museum artifacts or scientific research experiments by the Contractor is strictly **PROHIBITED** without written consent of the Smithsonian. The existing museum artifacts and research related materials may be moved only by authorized Smithsonian Institution, museum curatorial personnel. Violators of this clause may be subject to arrest or removal from the premises and project by Smithsonian security office.

If temporary relocation of artifacts or research experiments is necessary, the Contractor shall give notice to the COTR at least 5 (five) working days in advance of the time relocation is needed.

18.0 PROTECTION FOR HISTORIC PROPERTIES

The Contractor shall, via the COTR, consult with the Smithsonian Architectural History, Historic Preservation Services and Smithsonian Facilities design manager, regarding the status of facilities.

Whenever the project site is located in a designated Historical Landmark property, special attention shall be given to the quality of materials, selected for installation, as well as, workmanship efforts, in order to satisfactorily preserve and restore historic elements and finishes of an historic landmark structure.

19.0 SITE PROTECTION DEBRIS AND DAILY CLEAN-UP

The Contractor shall take all precautions to protect the Smithsonian Institution Buildings and Facilities from damage and destruction from, but not limited to fire, smoke, water and electrical.

The Contractor shall not be allowed to spread unnecessarily any accumulated debris, excess material, and parts into adjacent areas during the completion of work. The Contractor shall remove and dispose of debris and dirt as it accumulates in the work area itself. The Contractor shall store any debris and rags in designated receptacles as approved by the COTR. 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 that work is in progress and leave the premises clean upon completion of work. The Contractor shall remove and expose of all debris, dirt, materials, etc. at the Contractors expense unless otherwise directed by the COTR.

20.0 DRILLING WELDING CUTTING AND FABRICATING

The Contractor shall schedule and notify the COTR to acquire all applicable Smithsonian Institution required permits prior to performing work, unless otherwise noted by the COTR. The Contractor will assure all required permits are posted in the proper manner for the duration of the work being performed, as directed by the COTR. A daily permit must be acquired prior to performing work on the following day if the work is not completed as scheduled. The Contractor will notify the COTR when the work is complete and the permit is no longer required.

21.0 FIRE PROTECTION SYSTEMS

During the course of the work, all existing smoke and heat detectors and sprinklers heads must remain operable. Coverings may be applied to protect them from spray coatings or other hazardous conditions only during the actual operations. Coverings must be removed immediately after the operations have concluded. Damaged detectors and sprinkler heads shall be replaced immediately by the Contractor at no additional cost to the Smithsonian Institution. The Contractor shall test replaced detectors and sprinklers after installation to the satisfaction of the COTR.

Hot Work Permit — Smithsonian requires a burn permit when any hot work is conducted.

Contact your COTR for burn permits forty-eight hours in advance. Failure to notify your COTR in advance of 48 hours could result in a delay of work or stoppage.
Fire Watch for all open flames items - No welding, soldering or torch cutting shall be performed unless adequate fire protection is provided. The Contractor shall maintain a fire watch for the duration of welding, soldering, cutting, and heating operations for at least 30 minutes after the "hot work" has stopped. Four (4) fire extinguishers (minimum 10 pounds, dry —chemical type, typical) shall be on hand when drilling, welding, soldering and or any other type of open flame is to be used.

22.0 HUMIDITY/TEMPERATURE CONTROLLED SPACES

The Contractor shall take care to minimize fluctuations in environmental conditions and air quality, particularly in areas containing artifacts and storage collections and laboratories and scientific research experiments. Humidity and temperature control areas require consistency of utility operations.

23.0 NON-PUBLIC TENANT AND SECURED SPACES

Certain tenant spaces, non-public spaces, utility and equipment rooms, and other areas related to or used for purposes of storage, conservation, research, curatorial of museum collection and artifacts or for scientific research may have restricted access.

The Contractor shall identify to the COTR as soon as possible, but no less than 2 (two) working days in advance, any occupied areas that the Contractor must access that are located outside the limits of the project site. The Contractor shall identify in writing the following information:

- Restricted areas to be accessed

- Specific reason for needing access
- Nature of the work to be performed
- Date(s) and hours required to complete work activity.

24.0 SMITHSONIAN INSTITUTION REPLACEMENT MODERNIZATION AND RENOVATION

During the term of this contract, the Smithsonian Institution may replace, renovate or improve systems and equipment at the Smithsonian Institution's expense and by means not associated with this contract. All replaced, improved, updated, modernized, or renovated systems and equipment shall receive the services described in this contract at no change in cost to the Smithsonian Institution unless such changes will result in an increase or decrease in contract requirements. This will all be evaluated based on like and kind.

25.0 CONFIDENTIALITY

The Contractor and its personnel shall agree that all files, records, documents, reports, donor and sponsor lists, financial data, business data, specifications, business plans and other similar or dissimilar items relating to any Smithsonian operation, department, or museum (i) provided to the Contractor by the Smithsonian Institution; (ii) provided to the Contractor by other Smithsonian contractors; or (iii) prepared by the Contractor in performing the work, constitute "Confidential Information". The Contractor shall not use Confidential Information for any purpose other than considering or carrying out this project. No confidential Information shall be disclosed to any person/entity without the prior written consent of the Smithsonian's Contracting Officer. The Contractor shall take all steps to protect such Confidential

Information from dissemination as would be reasonably likely to cause harm to the Smithsonian. Any such Confidential Information, or copies or transcripts thereof, shall be returned to the Smithsonian upon completion of the work, or immediately destroyed upon request by the Smithsonian.

26.0 CONTRACT ADMINISTRATION

26.1.0 Period of Performance

The period of performance is for sixty (60) months from the date of award.

26.2.0 Intent to Exercise Options

The Smithsonian Institution reserves the sole option to extend this order to engage the Contractor in providing similar services for four (4) one-year periods. These option periods are subject to: 1) the need for the service still exists, 2) acceptance and approval by the Contracting Officer's Technical Representative during the respective contract period, 3) availability of funds from which payment for contract purposes can be made, and 4) the contract price for services to be provided under the optional periods shall be in accordance with the contractor's original quote.

A written modification will be issued to exercise any options. In the event the Smithsonian exercises its right to extend the period of performance under this contract, all other terms and conditions hereunder shall remain unchanged.

26.3.0 Contracting Officer's Technical Representative (COTR)

The responsibilities of the COTR include: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; inspecting and accepting work performed, and services delivered; acting as the Government's representative to ensure compliance with contract requirements insofar as the work is concerned; advising the Contracting Officer of any factors which may cause delay in the performance of the work.

_____is designated the COTR for this contract. The COTR is responsible for guiding the technical aspects of the project, and for general surveillance of the work performed. He/she is authorized to fill in details or otherwise to complete the general description of work set forth herein.

The COTR is not authorized to make any commitments or any changes which constitute work not within the general scope of this contract, or which constitute a basis for any

increase in the contract total estimated cost or for extension of the contract period of performance.

26.4.0 Observation of Museum Hours, Work Days, Government Holidays, Special Events and Work Hours

Museums are generally open to the public seven days a week from 10:00 AM to 5:30 PM EST, excluding Christmas Day. Museum hours will vary seasonally with extended summer hours that occasionally keep the Museums open until 7:00 PM EST from June until September.

Holidays observed for Smithsonian Institution employees include News Years Day, Martin Luther King Day, Inauguration Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

27.0 POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It is our intent that the conference be scheduled within the first 30 days after the date of contract award.