BME Contract

For

Power monitoring and Control System

Preventive Maintenance

United States Embassy

Abuja, Nigeria

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SECTION B
SERVICES AND COSTS

SECTION A – CONTRACT FORMS

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS			1. REQUISITION NO. **PR4996257**	PAGE 3 OF **68**
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NO.**SNI014-16-R-6257**	6. SOLICITATION ISSUE DATE: 03-30-2016
7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME: Paul Brand		b. TELEPHONE NO. *(No collect calls)* **+234-9-461-4000**	8. OFFER DUE DATE/LOCAL TIME 04/15/2016/1700hrs

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
General Services Office American Embassy Abuja Plot 1075 Diplomatic Drive CBD Abuja Nigeria		☒ UNRESTRICTED ☐ SET ASIDE: % FOR ☐ SMALL BUSINESS ☐ SMALL DISADV. BUSINESS ☐ 8(A) SIC: SIZE STD:	☐ SEE SCHEDULE ☐ 13a. THIS CONTRACT IS A RATED ORDER 13b. RATING 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP	

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
17a. CONTRACTOR/ CODE	FACILITY	18a. PAYMENT WILL BE MADE BY EFT NigeriaFMCInvoices@State.gov Abujaprocurement@State.gov	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM	

19.	20.	21.	22.	23.	24.
	Technical Services for the Proper Care and Maintenance of Power Monitoring and Control System in the American Embassy Compound Abuja Nigeria *(Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28.	29.
☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	☐ AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)* ***Edward Waters***	31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN		33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
☐ RECEIVED ☐ INSPECTED ☐ CONTRACT, EXCEPT AS NOTED		☐ PARTIAL ☐ FINAL		
		36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		37. CHECK NUMBER
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE	32c. DATE	38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
		42a. RECEIVED BY *(Print)*		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*		
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS	

SECTION B
SERVICES AND COSTS

SECTION B – SERVICES AND COSTS

B.1 SUPPLIES/SERVICES

B.1.1 This request is for technical services required for the proper care and maintenance of Power Monitoring and Control System (PMCS). A firm fixed-price Delivery Order will be issued for this effort based on the requirements identified in Section C.

B.1.2 This contract is for technical services only. This request precludes the requirement for the contractor to purchase materials or equipment for the PMCS including, but not limited to, such as items as control components, equipment replacements, cabling, software and computers or related elements. Provisions for such items, if they are deemed to be required, must be coordinated through the COR where provisions will be made through other contract mechanisms to acquire these components.

B.1.3 The period of performance is one (1) year as of the date of the Contracting Officer's signature for the base contract year, with four (4) one-year options to be exercised at the sole discretion of the Government.

B.2 SCHEDULE OF PRICES

B.2.1 The contractor shall complete all work, including furnishing all labor, tools, diagnostic equipment and services, as called for and defined in Section C. The price shall include all labor, tools, overhead (including insurance required by FAR 52.228-4, Workers' Compensation), Defense Base Act and War-Hazard Insurance, which shall be a direct reimbursement, and profit.

B.2.2 The Contractor shall provide professional services, labor and materials on ***a firm fixed-price basis***. In establishing the fixed price for the effort under this contract, the hourly rates for the required services shall be in accordance with the fixed ***fully burdened*** hourly labor rates. The fixed hourly rates shall include wages, overhead, G&A, profit and all employee fringe benefits, such as retirement, withholding for FICA and taxes, unemployment, workman's compensation and union dues (as applicable).

B.2.3 The Contractor shall furnish all equipment, supervision, labor, supplies, services necessary comply with all U.S. OSHA standards, laws, and regulations as specified in the Contract Documents. All work shall be performed in accordance with these specifications and subject to the terms and conditions of this contract. The Contractor shall also furnish all equipment, supervision, labor, supplies, services, and materials necessary to perform the work required for the proper preventative maintenance efforts identified in Section C. The cost proposal will include the following detail for each of base and option years:

B.2.3.1 Base Year: The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Type of services	No. of service Visits	Unit price / service ($)	Total per year ($)
001	BME Services	PMCS PM	2		
	Total Base Year				

B.2.3.2 Option Year 1: The Contractor shall provide the services shown below for Option Year 1 of the contract, and continuing for a period of 12 months.

SECTION B
SERVICES AND COSTS

CLIN	Description	Type of services	No. of service Visits	Unit price / service ($)	Total per year ($)
101	BME Services	PMCS PM	2		
	Total Option Year 1				

B.2.3.3 Option Year 2: The Contractor shall provide the services shown below for Option Year 2 of the contract, and continuing for a period of 12 months.

CLIN	Description	Type of services	No. of service Visits	Unit price / service ($)	Total per year ($)
201	BME Services	PMCS PM	2		
	Total Option Year 2				

B.2.3.4 Option Year 3: The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months.

CLIN	Description	Type of services	No. of service Visits	Unit price / service ($)	Total per year ($)
301	BME Services	PMCS PM	2		
	Total Option Year 3				

B.2.3.5 Option Year 4: The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months.

CLIN	Description	Type of services	No. of service Visits	Unit price / service ($)	Total per year ($)
401	BME Services	PMCS PM	2		
	Total Option Year 4				

B.2.3.6 Pricing Detail: The unit pricing provided for each CLIN shall be supported with cost detail as follows:

(a) Labor hours
(b) Labor category
(c) Burdened labor rates (see B.2.3.7)
(d) Travel costs including airfare, hotel, per diem, and other allowed reimbursable expenses.

B.2.3.7 Labor Rates: In addition to the Fixed Price contract items identified above, the cost proposal should include a schedule of proposed fully burdened labor rates (as described in B.2.2.2) for the base and each option year. These labor rates will be used, at the discretion of the contracting officer, for potential pricing negotiations of related work that may be outside the scope of this contract effort but deemed advantageous to the Government in terms of expedient execution.

B.3 ORDERING OFFICES:

B.4 DELIVERABLE ITEMS AND PRICES

B.4.1 The Contractor shall, upon receipt of duly executed contract, perform all services as required in this contract and such further requirements as may be required to adequately maintain the prescribed PMCS. The Contractor shall complete all work and services under this contract within the period of time specified. Subsequent contract terms which extend beyond the Base year will be extended at the sole discretion of the Government. The contractor will not proceed with option year services unless officially authorized by the contracting officer.

B.5 TRAVEL

B.5.1 In determining the cost of travel, the terms and conditions of the Federal Travel Regulations (FTR) and Joint Travel Regulation (JTR) shall apply to all travel and travel-related matters authorized under this contract; travel and travel-related expenses shall not exceed the maximum allowable under the FTR and JTR. Travel, lodging and Per Diem rates shall be in accordance with Federal Travel Regulations/Joint Travel Regulation and other similar authorized costs.

B.5.2 Travel will be included as part of the contract line items identified in Section B.2.

B.5.3 In connection with authorized travel, the following items are to be on a fixed price basis which will require a receipt for reimbursement: (i) the cost of domestic and overseas economy-class (coach) airfare; (ii) the cost of hotel or housing accommodations, meals, and other incidentals when travel is undertaken; (iii) DBA Insurance (See Section H.2); and (iv) miscellaneous expenses incurred in connection with the travel.

B.5.4 Miscellaneous travel items such as taxi fares and other ground transportation expenses incurred in connection with the travel, and, if applicable, passport/visa fees, passport/visa photographs, travelers check fees, and airport taxes are also to be on a fixed price basis (receipts required).

B.6 COST OF SUPPLIES

B.6.1 The cost of any supplies required in conjunction with the services rendered herein shall be included in the proposed firm fixed-price unless otherwise noted.

B.7 GOVERNMENT-FURNISHED PROPERTY

B.7.1 The Government will not make available to the Contractor any Government furnished property, except as may be stated elsewhere in this RFP.

B.8 PRICES

SECTION B
SERVICES AND COSTS

B.8.1 The burdened hourly labor rates requested in Section B.2 will be established for this contract. These rates are the maximum rates allowable under the contract for United States based personnel performing services in the listed disciplines. These rates will be used for any professional construction services that are included in Section C. and may apply to work outside the scope of this contract, except where local labor is acceptable and available at reduced rates. Rates for local labor shall be established in the cost proposal. Certain work as set forth in this contract shall be performed only by Cleared American employees.

B.8.2 The subcontractors, if any, shall provide the required disciplines necessary to properly execute the defined PM efforts.

B.8.3 The Subcontracted Provider, if any, of each service must be identified.
If no Subcontract Provider is identified, the contractor will provide these with in-house resources.

[End of Section]

SECTION C – STATEMENT OF WORK

C.1 GENERAL

C.1.1 The American Embassy in Abuja, Nigeria requires Preventative Maintenance (PM) services for the Power Monitoring and Control System (PMCS)installed at Post.

C.1.2 The Contractor shall provide PM services for the upkeep of the installed Power Monitoring and Control System (PMCS). The work required shall include, but is not limited to: Preventative maintenance of PMCS Systems; Investigation and troubleshooting of PMCS related issues; and PMCS trend and alarm configuration.

C.1.2.1 These PM Services shall result in all systems serviced under this agreement being in good operational condition when the work is completed.

C.1.2.2 PMCS PM Services shall be performed on PMCS installed in the unclassified areas of the Post.

C.1.2.3 PMCS PM Services shall be performed on PMCS installed in the Controlled Access Areas (CAA) of the Post. Additional clearance and security provisions are required to access and work in the CAA sections of the Post.

C.1.3 This is a firm fixed price contract for a period of one-year and four additional one-year optional periods.

C.1.4 Frequency of PMCS PM Service Visits: PMCS PM Services will involve multiple site visits per year to the Post. Refer to "Section B: Services and Prices/Costs" for the number of site visits the Contractor is required to make each year.

C.1.5 Exclusions: This contract does **NOT** include the repair of equipment, the replacement or procurement of parts, the replacement of PMCS systems, software upgrades or re-commissioning of the PMCS. Such work, if needed, will be accomplished by separate purchase order. This exclusion does not apply if the work (parts and/or services) is to correct damage caused by Contractor negligence.

C.1.5.1 Work outside the scope of PM Services, including the repair/replacement/procurement of any parts, must be approved by the COR prior to performance of the work. **Non-PM Service work, including procurement and configuration of portable computing equipment that may be required in the performance of PM activities, will be separately priced out by the Contractor for the Government's approval and acceptance as a separate purchase order.**

C.1.5.2 The Government has the option to accept or reject the Contractor's quote for work outside the PM Services SOW and reserves the right to obtain similar work (parts and/or services) from other competitive sources. If the Contractor proceeds to perform any non-PM Service work (including the repair/replacement of any parts) without COR approval, the Contractor will be performing this work "At-Risk" and The Government will not **be** obligated to pay for this work or any additional work required to resolve issues arising from this work.

C.1.5.3 When allowed by the COR, the Contractor may utilize Government-purchased spare parts that are maintained at Post if awarded repair/replacement work. Check with the COR to find out what parts are available on hand prior to submitting a proposal to the Government for non-PM Service work.

C.1.6 All work shall be accomplished in a manner which: 1) conforms to the intent of all applicable ANSI/NSF, ASHRAE, AWWA, NFPA/NEC, U.S. EPA environmental and DOS policy, procedures, and directives; 2) causes no contamination to other parts of the building; 3) endangers none of the building occupants or workers during these task; and 4) leaves the areas safe for occupancy.

C.2 SCOPE OF WORK

C.2.1 General: The Contractor shall provide all necessary managerial, administrative and direct labor personnel; as well as all transportation, tools, instrumentation, equipment and supplies required; to perform the PMCS Preventative Maintenance (PM) Services defined in this Scope of Work (SOW). The Contractor shall provide the services of qualified, trained, manufacturer certified technicians to perform the required PMCS PM services.

C.2.2 **Power monitoring and Control Systems to be serviced**: The Contractor shall maintain the Power Monitoring and Control System in a safe, reliable and efficient operating condition. The following information provides a summary of each PMCS that is to be serviced.

Manufacturer of the PMCS: Eaton Corporation
PMCS Product line name Eaton Power Xpert Reporting Version 3.0
PMCS software version Eaton Foreseer Server Version 5.2

Eaton Corporation power monitoring system running Foreseer software with Power Xpert Reporting monitoring (47) Eaton devices, (3) Generators, and (1) MV Transformer alarms, (19) Inverters in the PV system and (3) Cooper Power CL-6A MV AVRs and (1) UST SureVolt LV AVR This power monitoring system is composed of the following equipment and Devices:

C.2.2.1a UB1
- a (1) Paralleling Switchgear PLC to monitor (3) generators
- b (10) DT1150 Trip Units

C.2.2.1b NOXSWBD via NOX PANEL:

- a (2) PXM2270 Meters
- b (3) DT1150 Trip Units
- c (2) BIM-II Breaker Interface Module
- d (29) OP1050 Trip Units

C.2.2.1c 3 AVRs via UIE-II Plus PANEL:
- a (1) Moxa NPort-6150 to monitor three AVR units

C.2.2.1d MV Transformer via UIE-II Plus PANEL:

a (1) E1210 Digital Input Module (monitor (4) T1 transformer contacts)

C.2.2.1e CMCC (NOB-Gen room):

a (11) SQ-D Enercept Meters
b (1) SQ-D PM850 Meter
c (1) SQ-D PM650 Meter

C.2.2.1f CMCC-1 (NOB-Penthouse) via NPort-6150:
a (1) SQ-D 650 Meter
b (1) SQ-D 850 Meter

C.2.2.1g CMCC-1 (NOB-Penthouse) via (2) E1210 DIM:
a (19) Breaker status

C.2.2.1h CMCC-2 (UB1) via NPort-6150:
a (1) SQ-D 650 Meter
b (1) SQ-D 850 Meter

C.2.2.1i CMCC-2 (UB1) via (2) E1210 DIM:
a (20) Breaker status

C.2.2.1j MDP-N (NOB Basement) via NPort-6150:
a (1) SQ-D 650 Meter
b (1) SQ-D 850 Meter

C.2.2.1k MDP-N (NOB Basement) via (2) E1210 DIM:
a (19) Breaker status

c.2.2.1l CDP (NOB Gen room) via (2) E1210 DIM:
a (22) Breaker status

C.2.2.1m SL-1 (NOB Gen room) via (32) E1210 DIM:
a (22) Breaker status

C.2.2.1n MDS (UB1) via NPort-6150:
a (9) Micrologic-6 Breaker status and alarms

C.2.2.1o MCC-1 (NOB Basement) via NPort-6150:
a (1) SQ-D 650 Meter
b (1) SQ-D 850 Meter

C.2.2.1p MCC-1 (NOB Basement) via (1) E1210 DIM:
a (16) Breaker status

C.2.2.1q MCC-2 (UB2) via NPort-6150:
a (1) SQ-D 650 Meter
b (1) SQ-D 850 Meter

C.2.2.1r MCC-2 (UB2) via (2) E1210 DIM:
a (25) Breaker status

C.2.2.1s MV Transformer via E1210 in UIE-II Panel:
a (4) TX Alarm status

C.2.2.1t PV System via Sunny Webbox and SMA OPC server:
a (19) SMA Inverters
b (1) Weather Station

C.2.2.1u AVR via NPort-6150 in UIE-II Panel:
(3) AVR Cooper Power CL-6A regulators monitoring the Phase A Phase B and Phase C as follows:

a Voltage Source Primary
b Voltage Source Secondary
c Voltage Load Primary
d Voltage Load Secondary

C.2.2.1v LV AVR Via N-Port 6150
a Input and output Voltage L-L
b Input and output Voltage L-N
c Input and output KW Demand
d Input and output KWH total

C.2.5 PMCS Preventative Maintenance (PM) Services: The Contractor shall perform PMCS Preventative Maintenance services for the Power Monitoring and Control Systems. Provide the necessary investigative services to ensure PMCS controls are working as designed and in accordance with documented operating sequences. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when controlled/monitored equipment is activated/running. PMCS PM Services shall include, but are not limited, to the following tasks:

C.2.5.1 Generation of an Operational Baseline and Checklists: Prior to contract work commencement, the Contractor shall submit to the COR for approval a schedule of PM Service activities and a description of the PM Service tasks which the Contractor plans to provide. Upon the Contractor's first PMCS PM visit, a Baseline for the operation of the Building Automation Systems shall be developed from the existing As-Built Data; Operation & Maintenance Data; Set Point Data and Time Schedule Data found at Post. From this documentation, the Contractor shall develop site specific Checklists for the PMCS and associated equipment monitored and controlled by a PMCS. These Checklists will be used by the Contractor when Preventative Maintenance is performed to verify the Power Monitoring and Control Systems.are functioning as originally intended. There shall be one checklist for each system controlled and/or monitored by a PMCS. These checklists, a revised PM Service activity schedule and PM Service task description list shall be submitted for COR approval.

C.2.5.2 Use of Checklists: The Contractor shall perform PMCS PM Services at the frequencies indicated using the site specific checklists developed for

the equipment and systems called out in this SOW. The Contractor’s technician shall sign off on every item of each checklist and leave a copy of the signed checklists with the COR or the COR's designate after the PM visit. In addition, copies of all completed checklists shall be included and submitted as part of the Trip Report.

C.2.5.3 Periodic PM Activities: At a minimum, the following PM Service activities are required to occur during each site visit.

(a) Check PMCS Communication Network: Validate the network connectivity of all PMCS controllers, Operator Workstations, Servers, and Network components (repeaters, switches, Gateways hubs, etc…). Investigate and remediate any issues found.

(b) PMCS Investigation and Troubleshooting: The Contractor shall provide investigation and troubleshooting services for issues related to PMCS operation as required in this Statement of Work or as requested by the FM at Post during a PM Services site visit.

(1) The Contractor shall review Facility Maintenance logs since the last visit to Post and determine if there are any operations issues which need to be checked.
(2) The Contractor shall determine the cause(s) of any problems found with the PMCS and identify the repairs/modifications to the PMCS that will be needed to correct these problems.
(3) The Contractor shall clearly document in the Trip Report any PMCS problems that are found, the causes of these problems, proposed repairs/modifications to the PMCS required to resolve these problems, parts required to correct these problems and a cost estimate for the proposed repairs/modifications to the PMCS.
(4) The Contractor shall submit recommended modifications of the PMCS to the COR for approval prior to performing any work. Modifications are changes to the PMCS which deviate from the PMCS Design or As-Built documents. These types of changes are typically associated with the Sequences of Operation, but could involve the addition or removal of sensors and/or controllers. Typically modifications will be made to resolve building operational issues or to improve/enhance PMCS functionality.

(d) PMCS Trend and Alarm Configuration: The Contractor shall review the Alarm History and Trend log files which have accumulated since the previous visit to the site. Any problems noted from this review shall be investigated and reported on.

(1) The Contractor shall validate the correct reporting of alarms and verify that the correct codes and messages are being reported.
(2) If no trends or alarms are configured in the PMCS, the Contractor shall coordinate with the Facility Manager and configure the trends and alarms desired by the Post.
(3) The Contractor shall confer with the Facility Manager after reviewing the PMCS Operator Workstation graphics and trend logs to determine if any modifications are desired to the presentation of information. Minor changes to improve graphics and reports shall be implemented as needed.
(4) Archive data as necessary to free up hard drive space on the PMCS Operator Workstation / Server for future trend and data storage.

(e) Evaluate Operator Workstation(s)/Server(s): Validate current application software release, define if there is a need to update the software or computer hardware and provide a migration path for updating software to the new release if needed.

(f) Backup Retention: The Contractor shall create a current backup of the data, programming, graphics and settings for all of the controllers in the PMCS at the PMCS Operator Workstation/Server. This backup shall be burned on to CD or DVD disks along with a backup of the PMCS Operator Workstation/Server Software. Two sets of backup disks shall be created for each Power Monitoring and Control System at Post on which PM is performed. Each backup shall be configured to allow Facility Maintenance staff to recover the PMCS in the event of a PMCS failure. Both sets of backup disks shall be turned over to the Facility Manager before the Contractor departs Post. The Contractor is not allowed to retain a copy of these backups.

(g) Password Retention: The Contractor shall create a listing of the PMCS usernames and passwords that exist within the PMCS Operator Workstation and/or Server that are used to access the PMCS. A PMCS username/password listing shall be created for each Power Monitoring and Control System at Post on which PM is performed. These listings shall be turned over to the Facility Manager before the Contractor departs Post. The Contractor is not allowed to retain a copy of these lists.

C.2.5.4 Annual PM Activities: At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this SOW that tasks noted here, which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.

(a) Panel, Controller and Wiring Inspection:

(1) Physically inspect all field panels and controllers and devices for damage, excessive dirt or moisture and clean/vacuum as necessary.

(2) Verify proper voltage at all control transformers.

(3) Inspect all connections, wire raceways in panels and wire arrangements. Remove any abandoned devices and wiring and update panel diagrams as may be necessary to reflect current arrangements and configurations.

(4) Verify condition of local battery/UPS that may be connected to the panel power source. Recommend replacement as may be necessary.

(b) Point-to-Point Checkout: Hardware points in the PMCS shall be verified against actual field conditions. This checkout shall verify that each point indicated in the PMCS is the actual physical point connected to the controller and the point is functioning properly. Any discrepancies shall be investigated and adjustments made as necessary so that all sensors monitored and devices controlled by the PMCS match the associated points indicated in the PMCS and provide the desired functionality.

(c) Sensor/End Device Calibration Verification: The calibration of hardware points in the PMCS shall be verified against actual field conditions. Where sensors, operators and other field devices are capable of being adjusted, the Contractor shall perform the calibration. Sensors shall be calibrated to within the accuracy range stated in the associated

manufacturer's literature. Operators and other end devices shall be adjusted so that the PMCS monitored signal corresponds to operator's or end device's full control range. Where sensors, operators and other field devices are not capable of being adjusted, the Contractor shall note the deviation between actual and measured value for sensors and between actual output function and monitored signal.

(1) Gateways, Ethernet switches and other field devices which are not within manufacturers' recommended tolerances at the end of the calibration verification process shall be designated as failed and documented for submission to the COR.
(2) The contractor shall use calibrated instrumentation with a higher accuracy than the sensor, end device or operator being calibrated. Calibrated instrumentation used shall have been certified by an independent calibration agency within a year of the dates used. Certificates of calibration shall be submitted to the COR for each test instrument prior to use at Post.

(d) Confirmation of Sequences: Review the operation of PMCS controlled equipment against the As-Built Sequences of Operation. Where functionality does not follow the Sequences of Operation, document the deviation for submission to the COR. Based on consultations with Facility Maintenance personnel and the COR appropriate action shall be determined and adjustments made if deemed necessary. Provide updated documentation (As-Built documents and Operation & Maintenance Manuals) for any adjustments made to the Sequences of Operation including operating schedules and trend reporting.
(e) Replacement of Failed Devices, Gateways Ethernet Switches and other Input/output Field Devices: When Gateways, Ethernet Switches or other Field Devices are determined to have failed, the Contractor shall provide a proposal which lists the failed parts along with the associated costs to procure and replace the failed part(s) to the COR for approval. If the part that failed is available in the Post's Spare Part Inventory and the COR permits the use of spare parts, the Contractor shall modify the proposal to utilize the spare part now and procure a replacement part to replenish the Spare Part Inventory later. If a Post's Spare Part Inventory does not include the appropriate part or the COR will not allow the use of Post's spare parts, the Contractor's proposal shall include procurement of the part needed and replacement of the failed part during the next PM visit to the Post. If the Post choses to procure the parts on their own, the contractor's proposal shall include only the costs to replace the failed part(s).
(f) Replacement of Expendable Devices: Devices for which product data indicates there is a defined operating life expectancy shall be tracked and replaced at the time intervals recommended by the manufacturer. When called for by the replacement schedule, the contractor shall provide a proposal which lists the expiring parts along with the associated costs to procure and replace the part(s) to the COR for approval. These parts shall be replaced at the next PM visit to Post. If the Post choses to procure the parts on their own, the contractor's proposal shall include only the costs to replace the part(s).
(g) Evaluate PMCS End of Life Cycle: For each PMCS review the system and provide direction with regard to the obsolescence of all or any portion of the system.
(h) Review Post's Spare Part Inventory: Review the PMCS spare parts inventory at Post and determine what parts need to be added to the

inventory and update the list. Develop a recommended stock of spare parts if one does not already exist and provide it to the COR.

C.2.5.5 Manufacturers' Recommended PM: It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance. This shall be completed in addition to the tasks listed above if there are any discrepancies.

C.3 CODES AND REGULATIONS

C.3.1 U.S. Government codes and regulations, the applicable laws, codes, and standards of foreign countries, and industry standards apply and are incorporated herein by reference and made part of the contract documents.

C.3.2 Contractor shall adhere to work practices and procedures set forth in applicable codes, regulations, and standards, including obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

C.3.3 Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable U.S. EPA and U.S. OSHA codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

C.3.4 The Contractor shall assume full responsibility and liability for the compliance with all applicable U.S. EPA and U.S. OSHA regulations and shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, their employees, or subcontractors.

C.4 CONTRACTOR AND PERSONNEL QUALIFICATIONS

C.4.1 The Contractor shall comply with ANSI/NSF, ASHRAE, HUD, NFPA/NEC, U.S. EPA, and U.S. OSHA laws, ordinances, regulations, requirements and DOS policy, procedures, and directives applicable to the Power Monitoring and Control System work efforts hereunder.

C.4.2 The Contractor shall employ a competent supervisor or foreman, satisfactory to the Government, to work at all times with the authority to act for the Contractor.

C.4.3 The Contractor shall employ competent technicians, programmers, etc…, satisfactory to the Government, to perform the work and services required. Technicians, programmers, etc… shall have a minimum of 5 years of experience performing the type of work described within this SOW and shall be trained and certified by the manufacturer of the PMCS they are tasked to work on.

C.4.3.1 Contractor's employees not trained and certified by the manufacturer of the PMCS will not be permitted to work on the PMCS.

C.4.3.2 Biographical data (a resume) and Proof of certification from the PMCS hardware and software manufacturer shall be submitted for personnel providing on site PMCS PM Services under this SOW.

C.4.3.3 The personnel who are proposed by the Contractor to be on site at Post shall at a minimum have a security clearance at the "Secret" level, verified by Diplomatic Security (DS.

C.4.4 The Contractor shall not change the proposed controls technicians and/or site personnel without the permission from the Contracting Officer Representative (COR), and shall submit such a request in writing with justification for change.

C.4.5 The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by U.S. OSHA. The Contractor shall hold the Government and the Government's representative harmless for failure to comply with any applicable work, safety and health or other regulations on the part of himself, his employees, or his subcontractor(s).

C.4.6 The Contractor shall provide a means of transportation to bring personnel, supplies, tools and equipment to and from the Post. The Contractor shall be responsible for providing this service. The costs shall be included in the Contractor's proposal.

C.4.7 The Contractor shall at all times enforce strict discipline and good order among all persons employed to work and shall not employ any unfit persons not skilled in the task assigned to them.

C.5 SUBMITTAL AND DELIVERABLE REQUIREMENTS

C.5.1 General Submission / Documentation Requirements:

C.5.1.1 Unless indicated otherwise, each Contractor submission shall include three (3) sets of the documentation required in this Statement of Work. The documentation shall be delivered to the Contracting Officer Representative (COR). Three (3) Electronic Copies of these documents will also be submitted to the Contracting Officer Representative (COR) on suitable media. Two (2) sets of documents and electronic copies shall remain at Post. One (1) set of documents and electronic copies shall be provided to OBO for record keeping purposes.

C.5.1.2 Electronic documentation shall be submitted in the form of <u>searchable</u> PDF files. Documents shall also be submitted in a Microsoft Word 2007 compatible file format. Any drawings included in the documentation provided shall also be submitted in the form of AutoCAD 2010 *.dwg files. All electronic documentation shall be provided on either CD or DVD media. Thumb drives or other forms of portable media are not allowed.

C.5.1.3 Some documentation may be considered "Classified" in accordance with the Security Classification Guide for the Design and Construction of Overseas Facilities. Information released that is specific to the CAA area will need to follow classification, storage, and delivery guidelines for "Secret" classification. See "Section H: Special Contract Requirements" for instructions on handling, marking, and transmission of the "Classified" Documentation to the Contracting Officer Representative (COR).

C.5.2 Initial Submittal: Prior to performing any PMCS PM Services at Post the Contractor shall submit the following information for review and approval. Submittals will be reviewed by both Post and OBO.

C.5.2.1 A draft / tentative schedule and description of preventive maintenance tasks which the Contractor plans to provide.

C.5.2.2 Certificates of calibration for each test instrument showing certified calibration within a year from date of intended use.

C.5.2.3 Biographical data (resumes) for personnel providing on site PMCS PM Services.

C.5.2.4 Proof of certification, from the PMCS hardware and software manufacturer, for personnel providing on site PMCS PM Services.

C.5.3 Checklist Submittal: After the initial PMCS PM Service visit at Post has been completed, in addition to submitting an official Trip Report, the Contractor shall also submit the following information for review and approval. Submittals will be reviewed by both Post and OBO.

C.5.3.1 An updated / finalized schedule and task description list of preventive maintenance tasks which the Contractor will provide as part of the regular PM Services. This will be based on actual conditions and system configurations noted by Contractor.

C.5.3.2 The checklist forms developed for each system controlled and monitored by the PMCS, based on actual condition and system configurations noted by the Contractor.

C.5.4 Trip Reports: The Contractor shall be responsible for providing a trip report within 14 calendar days after returning from each site visit which clearly documents the PMCS PM Service activities undertaken at Post. The Contractor shall be responsible for documenting all work and activities performed while on site. Each Trip Report shall include, at a minimum, the following information:

C.5.4.1 A list, with descriptions, of the tasks that were performed, the issues that were found, the cause of these issues and the corrective measures that were taken to resolve these issues;

C.5.4.2 A list, with descriptions, of all modifications made to the PMCS system software and hardware;

C.5.4.3 A list, with descriptions, of the deficiencies found that resulted in a need for future corrective action, the Contractor’s recommendations to correct these deficiencies and the Contractor’s suggestions for improvements to the PMCS. This section shall include providing a proposal for the work that must be performed; a list of any parts required and a cost estimate for the work proposed.

C.5.4.4 Copies of all checklists completed while on site. Include a scanned PDF of the checklists completed while performing PM Services on the PMCS.

C.5.4.5 A list of all expendable Devices installed and a replacement schedule. This section shall include providing a proposal which lists the expiring parts along with the associated costs to procure and replace the parts.

C.5.4.6 A list of recommended spare parts required to sustain operations and a cost estimate for the proposed spare parts.

C.5.5 Updated PMCS As-Built Documents & Operation & Maintenance Manuals: When work is performed which modifies the existing PMCS configuration or programming, the Contractor will be responsible for providing updated As-Built documents and Operation & Maintenance Manuals to accurately reflect the current configuration and programming of the PMCS.

C.5.6 Data Backup Retention: Two (2) PMCS data backup disks shall be turned over to the Post Facility Manager for the PMCS. One disk will be for storage within a secure safe at post before departing Post. The second disk shall be sent by the Facility Manager to OBO for centralized backup. The Contractor is not allowed to retain a copy of these backups.

C.5.7 Password Retention: One (1) PMCS username/password listing for each PMCS shall be turned over to the Post Facility Manager for storage within a secure safe at the Post. The Contractor is not allowed to retain a copy of these lists.

[End of Section]

SECTION D - PACKAGING AND MARKING

D.1 MATERIALS SHIPPING ADDRESS

(a) All unclassified reports, data and documentation shall be prepared for shipping in accordance with the best commercial practices.
(b) Classified reports, data, and documentation shall be prepared for shipment in accordance with the National an Industrial Security Program Operating Manual (DOD 5220.22-M)
(c) Materials delivered to the site shall be marked as follows: **The delivery address shall be provided to the Contractor as part of the completed contract.**

D.2 DEPARTMENT OF STATE DELIVERY, MAIL AND COURIER ADDRESSES

D.2.1 The contractor shall include the substance of Provisions D.2 and D.3 in all cleared subcontracts. The substance of D.3 shall be reproduced in all subcontracts.

D.2.2 Classified packages/mail shall **NOT** be sent via U.S. Postal Service. Contractors and subcontractors authorized to send classified packages to the Department shall provide delivery of packages, by appropriately cleared contractor, via approved hand-carry methods in accordance with NISPOM 5-410 and 5-411. All classified hand-carry deliveries from the contractor to DOS shall be made to the following address between the hours 8:00 AM and 4:00 PM. The contractor shall advise the intended recipient of the materials and estimated time of arrival a minimum of 48 hours prior to dispatching the package by courier.

D.2.2.1 Packages/Mail sent to Post:

D.2.2 Alternatively, GSA Schedule 48, Commercial Delivery Carriers, may be used in accordance with NISPOM 5-403-e, and ISL 2006-02, para 18. Currently, the carriers on that list include:

(a) DHL (Astar Air Cargo) - Same Day Service
(b) FedEx – Same Day Service, First Overnight, Priority Overnight or Standard Overnight
(c) Airnet Systems – Mission Critical or Same Day Service
(d) United Parcel Service – UPS Next Day Air Early, Next Day Air, or Next Day Air Saver
(e) UPS Supply Chain Solutions – Constant Surveillance Service

D.2.2.1 Classified Packages/Mail to be delivered via authorized commercial delivery carrier listed above should be addressed as follows:

D.2.2.1.1 Packages/Mail sent to Post:

D.2.3 **Unclassified** Packages/Mail sent via U.S. Mail, Registered or Certified Mail; Courier Service and U.S. Postal Service Overnight Express shall be

addressed as follows. NOTE: Classified information cannot be sent via these methods.

D.2.3.1 Packages/Mail sent to Post:

D.3 PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS

D.3.1 Separate packaging of electronic media and hardcopy material
The prime Contractor and any associated subcontractors will package all drawings and electronic media (classified, SBU and unclassified) in separate mailing packages, specifically, electronic media will be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents will be packaged separately.

D.3.2 Wrapping and addressing of packages: For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, regardless of classification and to include SBU, is double wrapped with both layers addressed properly and labeled with the sender’s address. No indication that the contents are SBU or classified should appear on the outer wrapper. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes.

D.3.3 Packaging heavy materials in appropriate containers: In applying the above double wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall have the inner package enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube.

D.4 U.S. GOVERNMENT RIGHTS
D.4.1 The U.S. Government reserves the right, in its sole discretion, to determine whether products have been compromised, and therefore cannot be used in CAAs and adjacent areas. Where such compromises results from Contractor's failure to comply with security procedures, the Contractor shall bear entire cost associated with rectification of comprise and restoration of required security provisions.

Reference:
DOSAR 652.242-71 NOTICE OF SHIPMENTS (JUL 1988) Section I.
DOSAR 652.242-72 SHIPPING INSTRUCTIONS (DEC 1994) Section I.

[End of Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 SUBSTANTIAL COMPLETION

E.1.1 Definitions

E.1.1.1 "Final Completion and Acceptance" means the stage in the progress of the work as determined by the CO or COR and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner in accordance with the requirements thereof, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance. Final invoice shall not be paid until and unless the CADD As-Built-Drawings are delivered and accepted.

E.1.1.2 "Date of Final Completion and Acceptance" means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated by written notice to the Contractor.

E.2 FINAL COMPLETION AND ACCEPTANCE

E.2.1 Final Acceptance: Upon (a) satisfactory completion of all required maintenance tasks for each maintenance visit, (b) verification by the CO or COR on the basis of a final inspection that all items have been completed and that the work is finally complete, subject to the discovery of defects after final completion, and (c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment, and the CO or COR is satisfied that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations thereunder, the CO or COR shall issue to the Contractor a notice of final acceptance and make final payment as required by the contract.

E.3 SITE DATA PROVIDED BY THE GOVERNMENT

E.3.1 Offeror may rely on the accuracy of site surveys, subsurface or physical site data and similar information provided by the Government concerning the arrangement and configuration of systems incorporated within the scope of the preventative maintenance efforts. However, the Government does not warrant that such information is complete, or that such surveys or data reveal all of the conditions that may be encountered on the site. Offeror shall not rely upon any interpretation or opinion provided by the Government concerning such data or information unless such data is specifically incorporated into the Solicitation Documents or the proposed Contract Documents. Issuance of such information indicated as being "for information only" or identified with words of similar effect shall not be construed as incorporation into the Solicitation Documents or the proposed Contract Documents. It is the responsibility of the Offeror to determine whether any additional site investigation is required, and to make such investigations.

E.3.2 Information Concerning Host Country: Bidders shall not rely on any information provided by the Government concerning the host country, such as climatological data at the site, local laws and customs, currency restrictions, taxes, or the availability of local labor, materials and transportation, etc. It is the responsibility of the Offeror to determine whether any additional site investigation is required, and to make such investigations to determine and gather the information necessary to perform the preventative maintenance requirements defined within this request for proposal.

E.4 PROJECT COMMUNICATIONS

E.4.1 Business Rules:

E.4.1.1 The Contractor is restricted from transporting unencrypted SBU data electronically across the Internet using email, FTP sites, or commercial web sites. Contractors are encouraged to consider all drawings and related documents as SBU and handle these accordingly, in order to minimize risk.

[End of Section]

SECTION F - DELIVERIES AND PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE
FAR SOURCE TITLE, DATE & Contract Order REFERENCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

(Reference 11.404) Complete as follows:

(a) Contract period will commence the date established by signature of the contract officer
(b) Quarterly maintenance activities will be completed within 120 days of the contract start date and each subsequent 120 days thereafter through the term of the contract. Completion will require the delivery of all reports and designated contract deliverables as defined in Section C.
(c) Bi-annual maintenance activities will be completed within 180 days of the contract start date and each subsequent 180 days thereafter through the term of the contract. Completion will require the delivery of all reports and designated contract deliverables as defined in Section C.
(d) Annual maintenance activities will be completed within 360 days of the contract start date. Completion will require the delivery of all reports and designated contract deliverables as defined in Section C.

F.2 52.211-13 TIME EXTENSIONS (SEP 2000) (Reference 11.503)

F.3 52.242-14 SUSPENSION OF WORK (APR 1984) (Reference 42.1305)

F.4 PERIOD OF CONTRACT

F.4.1 The term of the contract is one (1) base year with four (4) 12-month option periods which will be exercised at the sole discretion of the Government.

F.5 NOTICE OF DELAY

F.5.1 In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer. Post may under public exigency or for representational activities stop work and or require work site cleanup. Contractor may submit a request for equitable adjustment.

SECTION F
DELIVERIES AND PERFORMANCE

F.6 WORKING HOURS

F.6.1 Unless otherwise defined work shall be conducted during the accepted 8 hour day, 5 days a week except for the holidays identified below or as specifically agreed and approved by the Contracting Officer's Representative (COR). Weekends and holidays may be considered as workdays provided (1) access to the facilities is available (2)essential to properly complete the required tasks (3)appropriate approval has been granted by the COR to allow the prescribed work activities to occur. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. +

Month	Date / Day	Holiday	US or Nigerian Holiday
JAN	01 / Friday	New Year's Day	US and Nigeria
JAN	18 / Monday	Martin Luther King Day	US
FEB	15 / Monday	Presidents Day	US
MAR	25 / Friday	Good Friday	Nigeria
MAR	28 / Monday	Easter Monday	Nigeria
MAY	01 / Sunday	Workers Day	Nigeria
MAY	29 / Sunday	Democracy Day	Nigeria
MAY	30 / Monday	Memorial Day	US
JUL	04 / Monday	Independence Day	US
JUL	07 / Thursday	Eid-El-Fitr**	Nigeria
SEP	05 / Monday	Labor Day	US
SEP	13 / Tuesday	Eid-El-Kabir**	Nigeria
OCT	01 /Saturday	Independence Day	Nigeria
OCT	10 / Monday	Columbus Day	US
NOV	11 / Friday	Veterans Day	US
NOV	24 / Thursday	Thanksgiving	US
DEC	12 / Monday	Eid-el-Maulud**	Nigeria
DEC	26 / Monday	Christmas Day & Nigerian Boxing Day	US and Nigeria

US = American Holidays; Nigeria = Nigerian Holidays; US and Nigeria = American and Nigerian Holidays.

** These dates are Muslim holidays and subject to change.

F.7 ACCESS TO FACILITIES AND STANDARDS OF CONDUCT

SECTION F
DELIVERIES AND PERFORMANCE

F.7.1 General Access Requirements:

F.7.1.1 The contractor is responsible for obtaining proper passports, visas and immunizations that may be required. Contractor will need to have a valid DD 254 and personnel will require a current Visit Authorization Request (VAR) with Diplomatic Security and approved country clearance prior to travel to any Post location.

F.7.1.2 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Embassy personnel.

F.7.1.3 The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract. **No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.**

F.7.1.4 Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

F.7.1.5 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

F.7.1.6 Access to the CAA areas of the embassy requires prior approval with the Department of State (DoS). This approval is achieved by obtaining an approved form 254 (DD 254). It also requires a government security clearance of SECRET. Failure to provide and obtain these requirements will disqualify the contractor from performing the work. Access will also require a VAR (Visit Authorization Request) at least 14 days prior to the visit. For more information on CAA security requirements refer to the form DD 254 for more instructions.

F.7.1.7 Portable computing devices used to process or retain information related to the execution of this contract (laptop, PDA, tablet, etc.) shall have hard drive encrypted using any product on the IT CCB list, or any NIST approved product. Currently, PointSec 4.1 with 3Des or McAfee Endpoint Encryption for PCs Client (formerly SafeBoot Client) Version: 4.2 are DS authorized hard drive encryption products.

F.7.1.8 Loss or compromise of electronic media devices containing DoS information must be reported to the RSO, COR and DS/IS/IND immediately.

F.7.2 Standards of Conduct:

F.7.2.1 The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

F.7.2.2 The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

F.7.2.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

F.7.2.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

F.7.2.5 The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

F.7.2.6 Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

F.7.2.7 The Contractor will not be issued any keys. The keys will be checked out from Post 1 by a “Cleared American” or designated and approved escort on the day of service requirements.

F.7.2.8 The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

SECTION F
DELIVERIES AND PERFORMANCE

F.8 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

F.8.1 In the event the Contractor, after receiving written notice from the Contracting Officer or the COR of non-compliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

[End of Section]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Section B of this contract.

(b) Payments Schedule. Payments will be made in accordance with the following partial payment schedule:

In accordance with pricing and costs defined in Section B, the contractor will be paid for the completion of each maintenance visit as approved by the COR.

(c) Invoice Submission. Invoices shall be submitted in an original copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment" (see Section/Paragraph I.67).

(d) Contractor Remittance Address. Payments shall be made to the contractor's address as specified on the cover page of this contract, unless otherwise directed.

G.2 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

G.3 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

G.4 PAYMENT

G.4.1 General: The Contractor's attention is directed to Section I, 52.232-5, "Payments under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

G.4.2 Detail of Payment Requests: Each application for payment shall cover the value of labor and travel for each maintenance visit. Invoices shall be addressed to: **See G.5**

G.4.3 The Contractor shall furnish a complete signed copy of each invoice to the COR, including all supporting documentation.

G.4.4 Evaluation by the Contracting Office: Following receipt of the Contractor's request for payment and on the basis of an inspection of the work, the CO or COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, the Contracting Officer shall advise the Contractor of the reasons therefore.

G.5 INVOICING

G.5.1 The Contractor's invoice shall be submitted to the following email address

NigeriaFMCInvoices@state.gov,

G.5.2 Invoices shall list the item delivered by reference to the appropriate submittal, item number, price, and actual delivery date. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

(a) Name, address and telephone number of the Contractor.
(b) Date of invoice.
(c) Contract number; also modification number, if applicable.
(d) Description of the services rendered.
(e) Accounting and Appropriation Data.
(f) Need unique Invoicing Number

[End of Section]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 RESERVED

H.2 MANDATORY SOURCE DEFENSE BASE ACT INSURANCE

H.2.1 The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C.) 1651. Et seq. requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply. The contractor is required to obtain Defense Based Insurance for periods of time when its employees and subcontractors are deployed to any OCONUS location. The cost of this insurance is reimbursable in prorata amounts for each OCONUS travel period. This amount should be itemized in each invoice and supported by payments to the designated organization that has provided this insurance coverage.

H.3 RESERVED

H.4 RESERVED

H.5 DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays: See Section F.6
(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

H.6 INSURANCE

H.6.1 Amount of Insurance

H.6.1.1 The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation" (see Section/Paragraph I.52). As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense,

provide and maintain during the entire performance period the following insurance amounts:

H.6.1.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury).

(a) Bodily Injury on or off the site stated in US Dollars:
Per Occurrence: $2,000,000
Per Person: $2,000,000

(b) Property Damage on or off the site in US Dollars:
Per Occurrence: $500,000
Cumulative: $1,000,000

H.6.1.3 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

H.6.2 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

H.6.3 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.6.4 Government as Additional Insured: The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.6.5 Insurance-Related Disputes: Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.6.6 Time for Submission of Evidence of Insurance: The Contractor shall provide evidence of the insurance required under this contract within 30 calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.7 Reserved
H.8 Reserved
H.9 Reserved

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.10 DIPLOMATIC SECURITY REQUIREMENTS FOR CLEARANCES AND HANDLING CLASSIFIED, SBU AND UNCLASSIFIED PROJECT INFORMATION

The contractor shall include the substance of Sections/Paragraphs H.10, H.11, H.12, and H.13 in all classified subcontracts. The substance of those Sections/Paragraphs relating to safeguarding and handling of SBU and unclassified information shall be included in ALL subcontracts, including those with non-U.S. firms.

H.10.1. General This contract includes security provisions which require a DD Form 254, Contract Security Classification Specification, issued by the Bureau of Diplomatic Security; DS/IS/IND. Issuance of the DD Form 254 is contingent on the Contractor's obtaining and maintaining a Secret personal security clearance. Defense Security Service (DSS) Interim or Final Secret Facility clearance must be maintained throughout contract. Failure to do so may result in termination of the contract for default. Personnel requiring access to Controlled Access Areas or classified information must possess a Secret security clearance. Additionally, all personnel involved in the procurement process for CAA materials MUST possess a Final Secret personal security clearance.

H.10.1.1 Requirement for safeguarding classified information at the contractor's facility is not required.

H.10.2 Visit Authorization Requests The prime Contractor and all cleared. Subcontractors will submit a Visit Authorization Request (VAR), for all cleared personnel visiting any Department annex, overseas post, construction site, or as otherwise requested by the U.S. Government. The visit request must be submitted to the Bureau of Diplomatic Security, DS/IS/IND, via facsimile at (571) 345-3000 or via e-mail to DSINDOBOVARS@state.gov. A copy of the JCAVS Person Summary must be attached to the visit request. DS/IS/IND is the only authorized recipient of the JCAVS Person Summaries at DoS.

H.10.3 The prime Contractor must request a DD Form 254 for all subcontractors requiring access to classified information domestically or at the site, or any access to Controlled Access Areas at the site. Requests for DD Forms 254 must be forwarded to DS/IS/IND via e-mail to the point of contact listed on Item 13 of the DD Form 254 or via facsimile at (571) 345-3000, for signature and approval, prior to Subcontractor access to any classified information or deployment to the site. DD Forms 254 issued by DS/IS/IND will be forwarded to the prime contractor for distribution to subcontractors. Subcontractors must possess an Interim or Final Secret FCL.

H.10.4 Protection of Classified and SBU Information the Contractor and all Subcontractors must comply with all Department of State (DOS) and Defense Security Service (DSS) requirements relating to the protection of classified and Sensitive But Unclassified (SBU) and unclassified project information and cooperate fully in all security matters that may arise relating to this contract.

H.10.4.1 The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs or ANY project information which may adversely affect the security interests of the United States, must

be immediately brought to the attention of the Contracting Officer (CO) or Contracting Officer's Representative (COR) and DS/IS/IND.

H.10.4.2 SBU and unclassified sensitive information stored at off-site locations (temporary offices, local subcontractor offices, etc.) will require the contractor to obtain written approval from the COR, in consultation with the RSO. Proposals to store SBU information and any project information in the host country at off-site locations shall detail the location where SBU is to be stored, the method to be employed to secure SBU information when not in use, and a reporting plan for suspected compromise of the premises or any SBU information.

H.10.5 All documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, exposed film, negatives, specifications, scopes of work, lists of Government Furnished Equipment and any other material received or generated in conjunction with this contract, shall be marked and handled in accordance with the Security Classification Guide (SCG) for Design and Construction of Overseas Facilities dated May 21, 2003 which identifies the specific types of information associated with diplomatic construction projects, and the level of classification for such information.

H.10.5.1 All documents associated with this project must be protected, transmitted, carried and stored in accordance with the contract, SCG and the NISPOM at all times. Additionally, all classified and Sensitive But Unclassified, proposed and actual, construction documents will be marked with a prohibition against duplication or dissemination without prior approval from the COR. The Contractor, and any associated subcontractors, will create a chain of custody and maintain a chain of custody log for each transport or dissemination of SBU materials outside their facility, whether they are transported domestically or overseas. The chain of custody log shall be available for review by RSO upon demand.

H.10.6 Photographs of any diplomatic overseas building or facility must be authorized in advance by the RSO or COR who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.-controlled environment by appropriately cleared personnel. The contractor shall submit all CAA photographs taken by digital cameras and stored on electronic media to the RSO or COR for review. Written approval for removal from the site must be obtained by the Government reviewer. Any photographs or storage media (memory cards) determined to be classified shall be turned over to the RSO/SSM to forward via classified Diplomatic Pouch. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.10.7 All U.S. citizens possessing a security clearance will be required to attend Contractor-provided initial, pre-deployment and continuing security awareness briefings regarding policies and procedures for the protection of classified, SBU and unclassified information, post/site specific security requirements and related briefings may be required upon arrival at Post.

H.10.7.1 Upon arrival at an overseas Post, all American personnel will be afforded the opportunity to attend initial and subsequent periodic security briefings by the responsible Regional Security Officer (RSO) or designee. Debriefings may be requested by Diplomatic Security, either at post prior to departure and/or at the contractor's location.

H.10.8 The work required under this contract generally requires the need for cleared personnel to effectively accomplish the scope of work defined. However there may be instances where portions of the work can be performed by local vendors where specific, cost effective expertise can be justified. Work within CAA spaces is excluded from this provision. The prime contractor's use and selection of host and third country national subcontractors must be approved by DOS in advance of their final selection. Information concerning potential foreign subcontractors must be submitted to the COR for review by the local RSO in reference to construction work at least forty (40) days before the start of site activities by the foreign subcontractor.

H.11 DOCUMENTS - OWNERSHIP AND USE

H.11.1 Ownership and Use of Drawings, Specifications and Models

H.11.1.1 Ownership: All specifications, drawings, and copies thereof, and models, are the property of the Government.

H.11.1.2 Use and Return: Unless otherwise provided in the contract, the documents described above are not to be used by the Contractor on other work and, with the exception of the signed contractor set, additional copies thereof provided to or made by the Contractor are to be returned or suitably accounted for by the Contractor upon final completion of the work.

H.12 ASSIGNMENT

H.12.1 The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

H.13 INDEMNIFICATION AGAINST CLAIMS AND ENCUMBRANCES

H.13.1 The Contractor shall indemnify the Government for any and all costs or damage which the Government may suffer by reason of the failure of the Contractor to comply with this contract, and in this connection agrees to defend the building(s), premises, and the Government, against such claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed, the contractor agrees to defend the building(s), premises, and the Government, against such claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed or otherwise disposed of to the satisfaction of the Contracting Officer, the Government may, at its discretion, satisfy or remove such encumbrance, and the Contractor shall be liable for any expenses, including any legal fees, incurred by the Government therein.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.14 RESPONSIBILITY OF CONTRACTOR

H.14.1 Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. Contractor shall adhere to work practices and procedures set forth in applicable codes, regulations and standards including those associated with local laws and practices.

H.14.2 Responsibility for Work Performed: Services under this contract will be performed on-site at Post as directed by the Contracting Officer or authorized representative and as defined within the SOW. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.14.3 Responsibility for Supplies Provided: Unless otherwise directed in the SOW the contractor shall provide their technicians with all appropriate tools and testing equipment necessary to complete the work identified. This shall include all consumable materials that may be needed to maintain, inspect and service the systems identified. In addition the contractor will provide their personnel with the appropriate personal protection equipment including but not limited to gloves, eye protection, safety shoes, hearing protection and other protection as may be required to safely undertake the tasks identified in the SOW.

H.14.4 Use of Information: All data furnished to the Contractor and data developed in connection with any project shall be considered privileged. Public announcements, including news releases, shall be approved in advance by the Contracting Officer, and in accordance with the DD Form 254.

H.15 USE OF PREMISES

H.15.1 Contractor shall minimize the impact and interruption of the engineered building systems during the performance of this contract effort, particularly where facility occupants may be negatively impacted by changes or interruptions to the environmental control systems. Efforts will be made to coordinate these interruptions with the COR in advance so as appropriate arrangements and notifications can be made to accommodate any necessary interruptions.

H.15.2 The contractor shall keep the site free from accumulations of waste materials or clutter that may be generated from the work effort. The contractor will be required to restore site conditions as they were prior to initiating any work in the facility or area therein.

H.15.3 The contractor shall protect the work area from damage including all furnishes and equipment located in the work area.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

[End of Section]

SECTION I
GENERAL CONTRACT CLAUSES

SECTION I - GENERAL CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998).

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/FAR for FAR clauses
www.statebuy.state.gov/DOSAR/Dosartoc.htm for DOSAR clauses

SOURCE	TITLE AND DATE
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (MAR 2009)
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

SECTION I
GENERAL CONTRACT CLAUSES

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

52.225-5 TRADE AGREEMENTS (NOV 2006)

52.225-8 DUTY-FREE ENTRY (FEB 2000)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)

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

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APRIL 2003)

52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (JUN 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (OCT 2003)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

52.233-1 DISPUTES (JUL 2002)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-1 CHANGES-FIXED-PRICE (AUG 1987)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)

52.245-1 GOVERNMENT PROPERTY, ALTERNATE I (JUNE 2007)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010)

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

52.247-29 F.O.B. ORIGIN (JUN 1988)

52.247-34 F.O.B. DESTINATION (NOV 1991)

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (DEV) (JUL 1995)

52.247-63 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003)

SECTION I
GENERAL CONTRACT CLAUSES

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

652.216-70 ORDERING – INDEFINITE-DELIVERY CONTRACT (APR 2004)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that:

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State, and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has riot completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I.3 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the System for Award Management database at http://www.sam.gov (see 52.204-7).

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor’s record in the

system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACC within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACC or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR I5.408 (k).

(End of clause)

I.5 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999).

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office: See G.3 Designated Government Payment Office.

(End of clause)

I.6 DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6) CLAUSES

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70 NOTICES (AUG 1999)

[End of Section]

SECTION J
ATTACHMENTS

SECTION J - ATTACHMENTS

J.1 ADMINISTRATIVE DOCUMENTS

J.1.1 ACH Vendor/Miscellaneous Payment Enrollment Form, Dec 1990

[End of Section]

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

NOTE: 52.204-7, Central Contractor Registration, is included in this solicitation.

The following information is provided for the purpose of completing the annual representations and certifications electronically via the System for Award Management website at www.sam.gov.

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332321.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless:

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that:

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I apply to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to:

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

__ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

__ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

__ (iii) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.

__ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

__ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

__ (ix) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that:

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(i) The Offeror and/or any of its Principals:

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks "have", the Offeror shall also see 52.209-7, if included in this solicitation);

(C) Are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have or, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(v) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker

Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) Definitions. As used in this provision:

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means:

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions)

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(End of Provision)

K.4 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

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If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of $650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No

(End of Provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

[ ] (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the Offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the Offeror hereby certifies that (check one and complete):

[ ] (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

[ ] (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

_____

_____

K.5 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the Offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of Provision)

K.6 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE (11/08)

(a) The Offeror certifies, to the best of its knowledge and belief, that it [ ] is, [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.

(b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror may have a potential organizational conflict of interest with respect to

(1) being able to render impartial, technically sound, and objective assistance or advice, or

(2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may

(1) impose appropriate conditions which avoid such conflict,

(2) disqualify the Offeror, or

(3) determine that it is otherwise in the best interest of the United States to contract with the

Offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

SECTION K
REPRESENTATIONS AND CERTIFICATIONS

K.7 CERTIFICATION STATEMENT

CERTIFICATION

The undersigned represents that he/she has full authority to execute this document on behalf of the Offeror, and that to the best of the Offer's knowledge and belief, the representations, certifications and other statements contained herein are true, complete, and accurate. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications.

The representations and certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, Untied States code, Section 1001.

Offeror: _____

Address: _____

_____

_____

Signature:_____ Name (typed):_____

Title/capacity:_____ Date:_____

Seal/attestation

(End of Provision)

[End of Section]

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (Jan 2004)

(a) Definitions. As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show:

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more

contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

www.acquisition.gov/FAR for FAR clauses
www.statebuy.state.gov/DOSAR/Dosartoc.htm for DOSAR clauses

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

L.3 PROVISIONS INCORPORATED BY REFERENCE

SOURCE	TITLE AND DATE
FAR 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)
FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price contract to the offeror deemed to provide the best value to the Government for the services requested in this RFP.

L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer listed in Section G.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.6 DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential Offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential Offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the

source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Jan Visintainer on 703-516-1693, fax number 703-875-6155, or by e-mail at visintainerjl@state.gov. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

L.7 QUESTIONS REGARDING SOLICITATION (NOV 2008)

(a) Prospective Offerors should submit any questions regarding this solicitation in writing via email to the Contract Specialist identified below. Questions should be received by close of business 10 calendar days after issuance of this solicitation to ensure a timely response. Questions received after that date may not be answered prior to the date established for the receipt of proposals.

Questions should be addressed to:

AbujaProcurement@state.gov

Alternate point of contact:

UdolisaNC@state.gov

L.8 COMMUNICATION CONCERNING SOLICITATION (NOV 2008)

Only the individual shown in Block 10 of the Standard Form 33, "Solicitation, Offer, and Award", or the Contracting Officer, may be contacted regarding this solicitation. Communication concerning this solicitation with any other Government personnel, including contractor support personnel, is prohibited unless specifically authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

L.9 PROPOSAL REQUIREMENTS

Offerors are required to submit a Technical and Management Proposal – Volume One and Price Proposal Volume Two. Volume One and Volume Two are to be in separate binders. The electronic version may be provided on CD ROM with the binders or via email to: **AbujaProcurement@state.gov**

Submit Complete Offer to:

Courier Address:
The Offeror shall state, explain, and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.10 PROPOSAL FORMAT

General: Submit all required documentation on sequentially numbered 8-1/2" by 11" or A4 paper. All submittals must use type of at least 12 points (10

point text in graphics). The Technical and Management Proposal and the Price Proposal shall be submitted in separate volumes. Volume One shall not contain any reference to any pricing.

L.11 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following volumes. Volumes One and Two shall be placed in separate binders.

VOLUME	DESCRIPTION	# OF PAGES
ONE	TECHNICAL AND BUSINESS MANAGEMENT PROPOSAL	NTE 10 PAGES

Offeror shall describe their understanding of the Government's requirements, its understanding of the nature of the work to be performed under this solicitation, and their technical and management approach to fulfilling the requirements.

(a) Organizational Ability and Capacity – shall address how the Offeror intends to manage the contract and perform the work to schedule, noting their capacity to accomplish multiple tasks simultaneously, and capability to provide qualified and experienced support to accomplish the work identified in Section C. If subcontractors are used, the Offeror must describe how they intend to manage and provide oversight of all subcontractor activities. The Offeror may provide information on problems encountered meeting similar requirements and corrective actions taken to resolve those problems. Offerors should not provide general information on past performance but should be specific with regards to the type and complexity of the systems identified for this location.

(b) Security – The offeror will need to convey essential information that supports their ability to meet the security requirements established within this RFP. This includes but is not limited to availability of cleared personnel, clearance levels, facility clearance, past experience with programs having similar security needs and subcontractor management plan as it relates to security.

TWO PRICE PROPOSAL NO LIMIT

The Offeror shall complete Section B pricing for each individual CLIN for the base year and option years.

[End of Section]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD (11/08)

M.1.1 This acquisition will be conducted as a full and open competition; it will not be a Small Business Set-Aside.

M.1.2 Based upon an evaluation and assessment of each Offeror's proposal, award will be made to the technically acceptable Offeror(s) meeting the requirement of the solicitation at the lowest price. OFFERORS ARE CAUTIONED TO SUBMIT THEIR PRICE PROPOSAL ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT NEGOTIATION OR DISCUSSION, in accordance with FAR 52.215-1.

M.2 METHOD OF AWARD – AGGREGATE BASIS (11/08)

M.2.1 The line items in SECTION B of this solicitation will be awarded on an aggregate basis for all solicitation items. Offerors that do not offer all of the line items specified in SECTION B will not be eligible for award.

M.3 EVALUATION CRITERIA

M.3.1 The Government will select the lowest price technically acceptable offer that provides the Government a high degree of confidence that the Contractor is capable of meeting or exceeding the performance objectives and standards at a realistic and reasonable cost to the Government. The proposal must be prepared following the instructions in Section L and must meet all the requirements stated in the solicitation. The Government may reject any proposal that fails to comply with Section L or includes an unacceptable technical proposal. The Government will evaluate acceptable proposals as described below. The Government may make an award on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

M.3.2 The Government will evaluate the proposals in three phases:

(a) A review of the proposal to determine whether it is timely and complies with the instructions in Section L;
(b) A technical evaluation to rate the Offeror's ability to understand the requirements and meet the technical requirements of the solicitation; and
(c) A price evaluation.

M.3.3 Proposals will be evaluated based on best value as determined through the source selection process.

M.3.4 NO EVALUATION OF TRANSPORTATION COSTS (NOV 2004) Costs of transporting supplies to be delivered under this contract will not be an evaluation factor for award.

SECTION M
EVALUATION FACTORS FOR AWARD

M.3.5 The Government will award a contract from this solicitation to the responsible Offeror whose proposal conforms to the solicitation and is most advantageous to the Government in terms of price and technical factors considered. Each Offeror's organizations capabilities assigned staff competency, compliance with security mandates and past experience with relevant technologies will be rated as acceptable or unacceptable. An unacceptable rating on any one of these factors may be cause to remove the Offeror from further consideration.

M.3.6 All technically acceptable, responsible Offerors will be ranked by evaluated price. Total price will be calculated by multiplying each proposed line item price by the estimated quantity provided in schedule B to get the total price for each CLIN, then totaled for the base year and each option year.

M.3.7 EVALUATION OF OPTIONS FAR 52.217-5 (JUL 1990) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.4 EVALUATION FACTORS

M.4.1 Technical Factors: Proposals will be evaluated against the requirements of the solicitation and in accordance with the evaluation factors set forth to determine the Offeror's demonstrated ability to perform the services required. General statements such as "the vast resources of our nationwide company will be used to perform the services required by the Statement of Work" are not sufficient. The Offeror shall clearly address each element of the proposal as required by Section L of this solicitation. Any proposal failing to address all of the elements of Section C may be considered indicative of the Offeror's lack of understanding in response to the Government's requirements and may be considered unacceptable. The following is a breakout of the technical evaluation factors to be used in this solicitation.

M.4.1.1 Organizational Background and Capabilities: The Offeror must provide detailed information that demonstrates the following.

(a) Past experience with the installation, programming, troubleshooting and maintenance of the control systems identified in Section C.
(b) A Proposed schedule for providing the services required in Section C including a general itinerary for each PM visit that is requested in Section B. Any exceptions or clarifications to accomplishing the services must be identified.
(c) Proposed method(s) for accomplishing the calibration/configuring of field devices and Monitoring and Control elements.
(d) General overview of proposed organization and management of this contract effort including the identification of offeror's staff, their responsibilities, subcontractors (if proposed) and their roles and responsibilities throughout the project. Past experience with subcontracted resources will also be identified.
(e) Past experience managing and executing similar projects overseas.

M.4.1.2 Staff Capabilities: The offeror will provide sufficient detail regarding the capabilities of their staff and/or subcontracted staff including but not limited to the following:

(a) Documented certification from the PMCS Manufacturer and demonstrated experience in installing, programming, troubleshooting and maintaining the control systems identified in Section C.
(b) Personnel have the necessary security clearances as may be required to accomplish the effort defined in Section C and described in Section H.

M.4.1.3 Security: As required by the work identified in Section C, the organization, staff and proposed subcontractors shall meet the required security requirements. The organization will identify its Cage Code and Facility Clearance Level (FCL) and those of proposed subcontractors as part of their proposal. The Government will not sponsor the offeror for an FCL under this contract.

M.4.2 Price: Price will be used as a determining factor in the selection of the most advantageous offer to the Government once the technical and organizational capabilities of the offeror have been reviewed and appropriately ranked.

[End of Section]