



**CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA**

U.S. CONSULATE GENERAL, KARACHI
January 08, 2020

To: Prospective Quoters

Subject: Request for Quotations number **19PK4020Q5018**, against Annual Preventive Maintenance Service of Building Automation System (BAS) according to SOW, at U.S. Consulate General, Karachi.

Enclosed is a Request for Quotations (RFQ) for Preventive Maintenance Service. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by January 23, 2020 latest by 1500 hrs.

For a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to **Ms. Sandra Castillo** by letter or by telephone **+92-3527-5000** during regular business hours.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Sandra Castillo', written in a cursive style.

Contracting Officer
Sandra Castillo

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS _____ <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: <input type="checkbox"/> 8 (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. 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	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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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)	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Continuation To SF-1449, RFQ Number 19PK4020Q5018

- Prices, Block 23
- Continuation To SF-1449, RFQ Number 19PK4020Q5018
- Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

BME Contract
For
Building Automation System (BAS)
Preventive Maintenance

United States Consulate General
Karachi

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 Building Automation Systems (BAS). A Contract shall be awarded for Work at a Firm Fixed Price plus Actual Reimbursable Expenses based on the requirements identified in “Section C - STATEMENT OF WORK”.

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 BAS including, but not limited to, such 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 Contracting Officer’s Representative (COR) where actions will be taken, through other contracting mechanisms, to acquire these components.

B.2 SCHEDULE OF PRICES

B.2.1 The contractor shall complete all work, including providing all labor, tools, diagnostic equipment and services, as called for and defined in “Section C - STATEMENT OF WORK”. 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 period of performance is one (1) year as of the date of the Contracting Officer's (CO) signature for the base contract year, with anywhere from one (1) to four (4) additional one (1) year option periods, to be exercised at the sole discretion of the Government.

B.2.3 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 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.2.4 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 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 - STATEMENT OF WORK”. The cost proposal will include the following details for the base year and the option years:

B.2.4.1 Base Year: The Contractor shall provide the services shown below for the base period of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits	Unit Price / Service (\$)	Total per year (\$)
001	Preventive Maintenance for BAS as per SOW	BAS PM	1		
002	Estimated Travel and freight expenses. (will be paid as per actual)		1		
	Total Base Year				

B.2.4.2 Option Year 1: The Contractor shall provide the services shown below for Option Year 1 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits	Unit Price / Service (\$)	Total per year (\$)
001	Preventive Maintenance for BAS as per SOW	BAS PM	1		
002	Estimated Travel and freight expenses. (will be paid as per actual)		1		
	Total Base Year				

B.2.4.3 Option Year 2: The Contractor shall provide the services shown below for Option Year 2 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits	Unit Price / Service (\$)	Total per year (\$)
001	Preventive Maintenance for BAS as per SOW	BAS PM	1		
002	Estimated Travel and freight expenses. (will be paid as per actual)		1		
	Total Base Year				

B.2.4.4 Option Year 3: The Contractor shall provide the services shown below for Option Year 3 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits	Unit Price / Service (\$)	Total per year (\$)
001	Preventive Maintenance for BAS as per SOW	BAS PM	1		
002	Estimated Travel and freight expenses. (will be paid as per actual)		1		
	Total Base Year				

B.2.4.5 Option Year 4: The Contractor shall provide the services shown below for Option Year 4 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits	Unit Price / Service (\$)	Total per year (\$)
001	Preventive Maintenance for BAS as per SOW	BAS PM	1		
002	Estimated Travel and freight expenses. (will be paid as per actual)		1		
	Total Base Year				

GRAND TOTAL ESTIMATED CONTRACT AMOUNT

The Grand Total Contract Amount for the base and all optional periods of performance is:

Base Year	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Grand Total for Base + Four Option Years: _____

B.2.4.6 Pricing Detail: The unit pricing provided for each CLIN shall be supported with cost details, as follows:

- (a) Labor hours
- (b) Labor category
- (c) Burdened labor rates (see B.2.4.7)
- (d) Estimated travel costs including airfare, hotel, per diem, and other allowed reimbursable expenses.

B.2.4.7 Labor Rates: In addition to the Fixed Price contract items identified above, the cost proposal shall include a schedule of proposed fully burdened labor rates (as described in B.2.3) for the base and each option year. These labor rates will be used, at the discretion of the Contracting Officer's Representative (COR), 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:

US Consulate Karachi
Plot# 3,4,5 Mai Kolachi Road
Karachi

B.4 DELIVERABLE ITEMS AND PRICES

B.4.1 The Contractor shall, upon receipt of a duly executed contract, perform all services as required in this contract and such further requirements as may be required to adequately maintain the BAS. 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 CO.

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.

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:

- (a) The cost of domestic and overseas economy-class (coach) airfare.
- (b) The cost of hotel or housing accommodations and other incidentals when travel is undertaken.
- (c) DBA Insurance (See Section H.2).
- (d) 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 document.

B.8 PRICES

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 services that are included in "Section C - STATEMENT OF WORK" 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 If any subcontractors are utilized, they shall provide the required disciplines necessary to properly execute the defined PM efforts.

B.8.3 Subcontracted Providers of services, if utilized, must be identified. If no Subcontract Provider is identified, the Contractor will provide these services with the in-house resources of the Contractor.

[End of Section]

SECTION C – STATEMENT OF WORK

C.1 GENERAL

C.1.1 The American [Consulate General] in [Karachi] requires Preventative Maintenance (PM) services for the Building Automation System(s) (BAS) installed at Post.

C.1.2 The Contractor shall provide BAS Preventative Maintenance Services for the upkeep of the Building Automation System(s) indicated below in Section “C.2.1 BUILDING AUTOMATION SYSTEMS TO BE SERVICED”.

C.1.2.1 The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration. The BAS PM work required shall include, but is not limited to: Preventative Maintenance; Investigation & troubleshooting; Adjustments; and Trend & Alarm configuration. 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 BAS PM Services shall be performed on the BAS installed in and/or serving the General Work Areas (GWA) & Public Access Areas (PAA) of the Post.

C.1.2.3 BAS PM Services shall be performed on the BAS installed in and/or serving the Controlled Access Areas (CAA) Restricted spaces at Post. Additional clearance and security provisions are required to access and work in these areas.

C.1.2.4 BAS PM Services shall be performed on the BAS installed in and/or serving the CAA Core spaces at Post. Additional clearance and security provisions are required to access and work in these areas.

C.1.3 Frequency of BAS PM Service Visits: BAS PM Services will involve multiple site visits per year to Post. Refer to “SECTION B - SERVICES AND COSTS” for the number of site visits the Contractor is required to make each year.

C.1.4 All work shall be accomplished in a manner which conforms to the intent of all applicable IBC, ASHRAE, NFPA/NEC, U.S. EPA, and DOS policy, procedures, and directives; causes no damage to buildings or property; endangers none of the building occupants or workers during these task; and leaves the areas safe for occupancy.

C.2 SCOPE OF WORK

C.2.1 BUILDING AUTOMATION SYSTEMS TO BE SERVICED

C.2.1.1 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 BAS 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 BAS PM services.

C.2.1.2 Building Automation Systems installed at Post: The Contractor shall maintain the Building Automation System(s) in a safe, reliable and efficient operating condition. The following information provides a rough summary of each BAS that is to be serviced. NOTE: Quantities listed below in sections C.2.1.2(a), C.2.1.2(b), and C.2.1.2(c) are estimates and the Contractor must verify quantities during initial Site visit.

(a) BAS #1 (NOB and GSX)

- (1) Manufacturer of the BAS: *Schneider Electric*
- (2) Name of BAS System Product Line: *NIAGRA AX/G3*
- (3) BAS Software Name and Version Number: *TAC I/A Series Niagara frame work Version 3.8.38*
- (4) BAS Communication Network Type(s) Used: *LonWorks & BACnet*
- (5) Quantity and Type of BAS components Installed:
 - (i) Operator Work Stations (OWS): *1*
 - (ii) Building Controllers (BC): *4*
 - (iii) Advanced Application Controllers (AAC): *30*
 - (iv) Application Specific Controllers (ASC): *150*
- (6) Estimated Quantity of Hardware Points in BAS:
 - (i) BC and AAC Points: *350*
 - (ii) ASC Points: *1500*

(b) BAS #2 (CAA Restricted)

- (1) Manufacturer of the BAS: *Schneider Electric*
- (2) BAS System Product Line Name: *NIAGRA AX/G3*
- (3) BAS Software Version: *TAC I/A Series Niagara frame work Version 3.8.38*
- (4) BAS Communication Network Type: *LonWorks & BACnet*
- (5) Quantity and Type of BAS components Installed:
 - (i) Operator Work Stations (OWS): *1*
 - (ii) Building Controllers (BC): *1*
 - (iii) Advanced Application Controllers (AAC): *10*
 - (iv) Application Specific Controllers (ASC): *40*
- (6) Estimated Quantity of Hardware Points in BAS:
 - (i) BC and AAC Points: *160*
 - (ii) ASC Points: *240*

(c) BAS #3 (CAA Core)

- (1) Manufacturer of the BAS: *Schneider Electric*
- (2) BAS System Product Line Name: *NIAGRA AX/G3*
- (3) BAS Software Version: *TAC I/A Series Niagara frame work Version 3.8.38*
- (4) BAS Communication Network Type: *LonWorks & BACnet*
- (5) Quantity and Type of BAS components Installed:
 - (i) Operator Work Stations (OWS): *1*
 - (ii) Building Controllers (BC): *0*
 - (iii) Advanced Application Controllers (AAC): *0*
 - (iv) Application Specific Controllers (ASC): *25*
- (6) Estimated Quantity of Hardware Points in BAS:
 - (i) BC and AAC Points: *0*
 - (ii) ASC Points: *150*

C.2.1.3 Equipment Controlled and/or Monitored: The following is a rough summary of the types and quantities of equipment controlled and/or monitored at Post by BAS. NOTE: Quantities listed below are estimates and the Contractor must verify quantities during initial Site visit.

- (a) *Chilled Water System (Primary/Secondary Variable Flow Type):*
 - (1) *Water Cooled Chillers – Quantity 2*
 - (2) *Primary Chilled Water Pumps – Quantity 2*
 - (3) *Secondary Chilled Water Pumps – Quantity 2*
 - (4) *Condenser Water Pumps – Quantity 0*
 - (5) *Cooling Towers – Quantity 0*
 - (6) *Water Treatment Systems – Quantity 1*
 - (7) *Heat Exchanger – Quantity 0*

- (b) *Backup Chilled Water System (Primary Constant Flow Type):*
 - (1) *Air Cooled Chiller – Quantity 1*
 - (2) *Primary Chilled Water Pumps – Quantity 2*
 - (3) *Water Treatment System – Quantity 1*

- (c) *Heating Hot Water System (Primary/Secondary Variable Flow Type):*
 - (1) *Boilers – Quantity 0*
 - (2) *Primary Heating Hot Water Pumps – Quantity 0*
 - (3) *Secondary Heating Hot Water Pumps – Quantity 0*
 - (4) *Water Treatment System – Quantity 0*

- (d) *Air Handling Units – Quantity 11*
- (e) *Terminal Units (Single Duct Cooling Only) – Quantity 118*
- (f) *Terminal Units (Single Duct w/Hot Water Reheat) – Quantity 0*
- (g) *Fan Coil Units (Four Pipe) – Quantity 6*
- (h) *Unit Heaters (Hot Water Type) – Quantity 0*
- (i) *Computer Room Air Conditioning Units (Cooling Only) – Quantity 2*
- (j) *Domestic Water Filtration System (Monitoring Only) – Quantity 1*
- (k) *Fuel Oil System (Monitoring Only) – Quantity 1*
- (l) *Domestic Water Treatment System (Monitoring Only) – Quantity 1*
- (m) *Fire Alarm System (Interlocks & Monitoring Only) – Quantity 1*

C.2.1.4 Buildings where BAS are installed: The Post is composed of multiple buildings. The following buildings at Post utilize BAS:

- (a) *Chancery Building: Schneider Electric*
- (b) *GSO Warehouse Building: Schneider Electric*
- (c) *Utility Building: Schneider Electric*

C.2.2 BAS PREVENTATIVE MAINTENANCE (PM) SERVICES

C.2.2.1 General: The Contractor shall perform BAS Preventative Maintenance services for the Building Automation Systems indicated. Provide the necessary investigative services to ensure BAS controls are working as designed and in accordance with documented operating sequences. BAS PM Services shall include, but are not limited, to the following tasks:

C.2.2.2 Scheduling: Upon being awarded a Contract the Contractor shall develop a PM Service Activity Schedule.

- (a) The Contractor shall indicate which PM Activities will be performed at each site visit.
- (b) The schedule shall cover a five (5) year time period to coincide with the time period over which Point-to-Point Checkout and Sensor / End Device Calibration Verification shall be completed.
- (c) As a supplement to the schedule, the Contractor shall include a PM Service Activity Description List that provides a detailed description of each PM Activity including the means and methods by which the Contractor intends to perform each activity.
- (d) See section "C.2.5 PRE-TRAVEL DELIVERABLES" for further requirements.

C.2.2.3 Checklist Development:

- (a) For the first BAS PM Site Visit to Post, the Contractor shall utilize generic PM Checklists that the Contractor has previously utilized in the performance of their trade.
- (b) After the completion of the Contractor's first BAS PM Site Visit to Post, the Contractor shall create site specific Checklists for each BAS and the equipment controlled and/or monitored by each BAS. These Checklists shall be developed from existing As-Built Data; Operation & Maintenance Data; Set Point Data; Time Schedule Data; and any other data relevant to the PM effort found at Post. This data shall be reviewed by the Contractor to determine the operational baseline requirements that will be used in the Checklists.
- (c) All future BAS PM Site Visits shall utilize the new site specific Checklists. These Checklists will be used by the Contractor when Preventative Maintenance is performed to verify the Building Automation Systems are functioning as originally intended.
- (d) There shall be one Checklist provided for each system controlled and/or monitored by a BAS.
- (e) See section "C.2.5 PRE-TRAVEL DELIVERABLES" for further requirements.

C.2.2.4 Implementation: The Contractor shall perform BAS PM Services at the frequencies indicated in the PM Service Activity Schedule using the site specific Checklists developed for the equipment and systems called out in the Contract. The Contractor's technician shall sign off on every item of each checklist when the associated PM is performed.

C.2.2.5 Periodic PM Activities: At a minimum, the following PM Service activities are required to occur during each site visit.

- (a) Check BAS Communication Network: Validate the network connectivity of all BAS controllers, Operator Work Stations (desktop and laptop computers), Servers, and Network components (repeaters, switches, hubs, etc...). Investigate and remediate any issues found.
- (b) Confirm Time Schedules: Review existing time schedules and validate correct operation based on actual time of day and facility occupancy. Adjust time schedules as needed to reflect the actual occupancy patterns of the buildings at Post.
- (c) BAS Investigation and Troubleshooting: The Contractor shall provide investigation and troubleshooting services for issues related to the BAS as required in this Scope of Work or as requested by the Facility Manager 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 operational issues which need to be checked.
 - (2) The Contractor shall determine the cause(s) of any problems found with the BAS and determine the repairs / modifications to the BAS that will be needed to correct these problems.
- (d) BAS Trend and Alarm Configuration: The Contractor shall review the BAS Alarm History and Trend log files. Any problems noted from this review shall be investigated.
 - (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 BAS, 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 BAS Operator Work Station 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 BAS Operator Work Station / Server for future trend and data storage.
- (e) Review of Post's Spare Part Inventory: The contractor shall review the Post's spare part inventory during each PM Site Visit and determine what parts need to be procured by Post and update the Spare Part Schedule.
- (f) BAS Backup Retention: The Contractor shall create a current backup of the data, programming, graphics, settings and license files for each BAS at Post. See section "C.2.6 POST-TRAVEL DELIVERABLES" for further requirements.
- (g) Password Retention: BAS Username / Backup listings shall be created for each BAS at Post. See section "C.2.6 POST-TRAVEL DELIVERABLES" for further requirements.

C.2.2.6 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 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.

- (b) Sensor, Operator and End Device Point-to-Point Checkout: Hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life. This checkout shall verify that each point indicated in the BAS 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 BAS match the associated points indicated in the BAS and provide the desired functionality.

- (c) Sensor / End Device Calibration Verification: The calibration of hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life. Where sensors, operators and other end 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 BAS output signal corresponds to operator's or end device's full control range. Where sensors, operators and other end 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 commanded signal.
 - (1) The Contractor shall use calibrated instrumentation with a higher accuracy than the sensor, end device or operator being calibrated.
 - (2) Calibrated instrumentation used shall have been certified by an independent calibration agency within one (1) year of the dates used.

- (d) Confirmation of Sequences: The Contractor shall review the operation of BAS controlled equipment / systems and confirm that the functionality corresponds with the As-Built Sequences of Operation. When equipment / systems do not operate as described in the sequences the Contractor shall review the associated programming, sensors, wiring, etc... and determine the cause.

- (1) The Contractor shall consult with Facility Maintenance personnel and the Post Facility Manager to determine if functionality that does not correspond with the sequences is legitimate or if it is a deficiency that needs to be corrected.
 - (2) If it is determined that the functionality discovered is not correct, the contractor shall make adjustments and modify programming as needed to reinstate the functionality described in the As-Built Sequences of Operation.
- (e) Replacement of Expendable Sensors / Equipment: Parts 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. For HVAC applications these will typically include Humidity Sensors, Carbon Monoxide Sensors, Carbon Dioxide Sensors, UPS Batteries, etc... There are other specialty parts that can fall under this category.
- (f) Evaluation of BAS: For each BAS at Post, review the system and provide assessment of and recommendations with regard to the condition, level of functionality, age, possible obsolescence, etc... of all or any portion of the system.
- (1) BAS Software Assessment: The Contractor shall review BAS software installed on the BAS Operator Work Stations and/or Servers to determine if the software is in need of being upgraded. If the software needs to be upgraded it shall be ascertained if upgrading the software is possible with the current operating system / computer combination. BAS Software that is not of the most current version is not considered in and of itself a justification for upgrading the software. Other factors justifying the need for an upgrade must be presented.
 - (2) BAS Operator Work Station / Server Assessment: The Contractor shall review the condition of the BAS Operator Work Stations and/or Servers to determine if the hardware is in need of being upgraded or replaced.
 - (3) Missing BAS Operator Work Stations: Under circumstances where a BAS Operator Work Station is determined to be missing (typically a laptop computer) the Contractor shall determine what hardware / software is needed and inform the Post Facility Manager.
 - (4) BAS Controller Assessment: The Contractor shall review the various models of BAS controllers installed and determine if any of the controllers are obsolete, are no longer available from the manufacturer and/or are no longer supported by the manufacturer.
 - (5) See section "C.2.6 POST-TRAVEL DELIVERABLES" for further requirements.

C.2.2.7 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.2.2.8 Deficiency Reporting: Any and all problems, issues, failures, etc... related to the BAS and/or the equipment / systems controlled and/or monitored by the BAS, discovered by the Contractor while performing any of the PM Services described within the "BAS PREVENTATIVE MAINTENANCE (PM) SERVICES" section of this Scope of Work shall be

considered Deficiencies. All Deficiencies (resolved or unresolved) shall be documented in the PM Report, following the criteria described in section “C.2.6 POST-TRAVEL DELIVERABLES”

C.2.3 SCOPE OF WORK EXCLUSIONS AND PURCHASE ORDERS

C.2.3.1 General: This Scope of Work does NOT include the repair of equipment, the replacement or procurement of parts, controllers or computers, the replacement of BAS systems, software upgrades or re-commissioning of the BAS. 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.2.3.2 Work outside the scope of PM Services, including repairs, replacement and/or procurement of any parts, must be approved by the Post Facility Manager 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.2.3.3 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 Post Facility Manager 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.2.3.4 When allowed by the Post Facility Manager, the Contractor may utilize Government-purchased spare parts that are maintained at Post if awarded a purchase order for repair / replacement work. Check with the Post Facility Manager to find out what parts are available on hand prior to submitting a proposal to the Government for non-PM Service work.

C.2.3.5 When a Purchase Order for work outside the scope of PM Services is approved by the Post Facility Manager, the Contractor shall coordinate this additional work with the PM Services they are already contracted to provide to achieve logistic efficiencies. In addition to the requirements described elsewhere in this Contract, the following requirements will apply:

- (a) The Contractor shall be required to provide a Submittal for review to the Post Facility Manager. The submittal shall clearly describe in detail repairs and/or modifications being made to the BAS and shall include control drawings, product data and Sequences of Operation as applicable to the work being done. Work will not proceed without approval of the Submittal by the Post Facility Manager. The Post Facility Manager has the option of passing the Submittal on to “BAS Support” for Subject Matter Expert (SME) review in lieu of performing the review themselves.
- (b) The Contractor shall procure parts (including controllers and computers) and/or software required to perform the repair and/or modification services defined in the Purchase Order and arrange for shipping to allow for arrival at the Post prior to the dates scheduled for the work.
- (c) Repairs and/or modifications to the BAS shall be thoroughly tested by the Contractor

- and functionality demonstrated to the Post Facility Manager. Depending on the scale and scope of the work, Commissioning may also be required by the Purchase Order.
- (d) The Contractor shall warrant repairs and modifications made to the BAS and BAS updates / upgrades for a period of one year from the date of acceptance by the Post Facility Manager.

C.2.4 GENERAL DELIVERABLE REQUIREMENTS

C.2.4.1 General: The Contractor shall be responsible for documenting work and activities performed while on site and providing this documentation to the Facility Manager at Post. Documentation shall also be provided to the COR for OBO/CFMS/FAC/PS - "BAS Support" record keeping purposes. This information will be used by OBO to assist in making decisions concerning the funding of work recommended by the Contractor.

C.2.4.2 Document Creation, Classification and Handling Requirements: Each submission shall consist of the appropriate documentation as required herein.

- (a) Drawings and other documents prepared for or used for this work shall become the property of the Government. The Government reserves the right to reproduce, in part or whole, the deliverables for internal Government purposes.
 - (b) All Contractor submissions shall be provided as electronic media. No paper submissions are required.
 - (c) The CDs and/or DVDs on which deliverables are provided shall be labeled with a printed label that indicates the project location, the Contract number, the date, the name of the deliverable(s) that has(have) been burned onto the disk and the classification marking. Multiple deliverable provided on a single disk shall be included in dedicated directories which have been named appropriately. CDs or DVDs which are submitted without a proper label or that have no label but instead hand written information will be rejected without review.
 - (d) Electronic media documentation shall be submitted in the form of searchable PDF files. These documents shall also be submitted in their native file formats (AutoCAD, Word, Excel, Power Point, etc...).
- (1) Any documents generated using Microsoft Office products shall be submitted utilizing Microsoft Office file formats that are backwards compatible with Office 2010.
 - (2) Any drawings included in the documentation provided shall be submitted utilizing AutoCAD file format (*.dwg files) that are backwards compatible with AutoCAD 2013.
 - (3) Electronic media documentation shall be provided on read-only CD or DVD media.
 - (4) USB thumb drives or other forms of removable, re-writeable media are not allowed.
 - (5) The quality of electronic media prints and plots will, at a minimum, be 600 dpi.
 - (6) All documentation shall be provided in the English language.

- (7) Numeric values shall be provided in both English and Metric units of measurement.
- (e) All drawings will be set up in accordance with OBO A&E Design Guidelines and Criteria. Hard metric units (System International) shall be used. Drawings will be generated in metric (e.g. 1:50, 1:100, 1:200). Drawings will be generated utilizing the DOS-OBO title block and set up to plot on 30" x 42" media. DOS will provide the Contractor with the DOS-OBO title block.
- (f) "Classified" documents shall be generated on a "Classified" computer approved by Defense Security Service.
- (g) The Contractor shall be responsible for reviewing all documentation generated under the contract against the "Security Classification Guide for the Design and Construction of Overseas Facilities" to ensure appropriate classification, marking and handling. This shall include but not be limited to reports, submittals, drawings, etc...
- (h) Documentation established to be "Classified" or "Sensitive But Unclassified" (SBU) will need to follow specific classification, storage, and delivery guidelines.
- (i) Any deliverables deemed to be "Classified" shall be provided to the Post Facility Manager and OBO/CSFM/FAC/PS "BAS Support" separately from other deliverables, in a manner that meets DOS security requirements.

C.2.5 PRE-TRAVEL DELIVERABLES

C.2.5.1 Initial PM Service Activity Schedule and Activity Description List: Prior to commencement of work at Post, the Contractor shall submit the following for approval:

- (a) PM Service Activity Schedule: A schedule that indicates which PM Service Activities will be performed at each site visit. The schedule shall cover a span of five (5) years.
 - (1) Each activity shall be split into separate line items for each individual BAS installed at Post.
 - (2) For activities that are spread out over multiple site visits, each line item will indicate what equipment will be addressed during the specific site visit.
 - (3) For each site visit over the five (5) year timeline the schedule shall indicate the equipment for which Point-to-Point Checkout and Sensor/End Device Calibration Verification will be performed.
- (b) Activity Description List: The activity description list will provide detailed descriptions for each of the PM Services which the Contractor plans to provide. Means and methods the Contractor intends to use for each PM Service shall be included with each description.

C.2.5.2 Initial PM Checklists: Generic PM Checklists shall be submitted for approval prior to the initial PM site visit.

C.2.5.3 Final PM Service Activity Schedule and Activity Description List: A revised PM

Service Activity Schedule and Activity Description List, updated based on actual field conditions, shall be submitted for approval after the completion of the initial PM site visit.

C.2.5.4 Site Specific PM Checklists: PM Checklists, modified to reflect actual field conditions, shall be submitted for approval after the completion of the initial site visit. There shall be one Checklist for each system controlled and/or monitored by a BAS.

C.2.6 POST-TRAVEL DELIVERABLES

C.2.6.1 Preventative Maintenance Reports: The Contractor shall be responsible for providing detailed PM Reports after each site. Each PM Report shall include, at a minimum, the following:

- (a) PM Activities Performed: A table listing all PM Activities Performed at Post. The table shall include columns for:
 - (1) Date PM Activity was performed
 - (2) PM Activity that was performed
 - (3) Detailed description of Adjustments made, if any
 - (4) Date Adjustment was made

- (b) Deficiencies: A table listing all Deficiencies found while at Post. The table shall include columns for:
 - (1) Date Deficiency was discovered
 - (2) A brief description of the Deficiency that was discovered
 - (3) Status of Deficiency – “Open” or “Closed”
 - (4) Reference to Corrective Action Taken within PM Report for any Deficiencies that have a status of “Closed”. Corrective Actions Taken shall be described in the body text of the PM Report. This column shall provide a reference to the place in the PM Report where each of the Corrective Actions Taken is located.
 - (5) Date Corrective Action was taken
 - (6) Reference to Proposed Solution within PM Report for any Deficiencies that have a status of “Open”. Proposed Solutions shall be described in the body text of the PM Report. This column shall provide a reference to the place in the PM Report where each of the Proposed Solutions is located.

- (c) Corrective Actions: A section describing the Corrective Actions taken referenced in the Deficiency List. Each Corrective Action Taken shall include the following:
 - (1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).

 - (2) A clear and detailed description of the Corrective Action Taken.

- (i) Indicate if the Deficiency was resolved as part of the PM efforts or if a separate Purchase Order was required to implement the Corrective Action. Append any Purchase Orders to the end of the PM Report along with the associated proposal.
 - (ii) If the Corrective Action involved revisions to the associated Sequence of Operation, include the revised Sequences.
 - (iii) If the programming was changed to correctly implement the existing Sequence of Operation, describe the changes that were made to the programming.
 - (iv) If point or system override(s) were removed or added to the system in order to allow for proper system operation, identify the point(s) or system(s) overrides that were modified and describe the reason for removing or adding the override(s).
 - (v) If the Sequence of Operation was modified in order to meet new conditions at Post, describe the changes that were made to the Sequence of Operation.
 - (vi) If the BAS hardware installation was modified, clearly indicate what was changed. (wiring, sensors, end devices, operators, network, controllers, etc...)
- (3) A table listing any parts that were utilized to implement the Corrective Action Taken. (If Applicable) The table shall include columns for:
- (i) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
 - (ii) Quantity Required
 - (iii) Part description
 - (iv) Manufacturer
- (d) Proposed Solutions: A section describing the Proposed Solutions referenced in the Deficiency List. Each Proposed Solution shall include the following:
- (1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).
 - (2) A clear and detailed description of the Proposed Solution.
 - (3) A description of any impact the work will have on Post. (If Applicable)
 - (4) A description of any assistance the Contractor would require from Post to implement the Proposed Solution. (If Applicable)
 - (5) A table listing any parts that would be needed to implement the Proposed Solution. (If Applicable) The table shall include columns for:
 - (i) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
 - (ii) Quantity Required
 - (iii) Part description

- (iv) Manufacturer
 - (v) Unit Cost
- (6) A manpower estimate of how much effort would be required to implement the Proposed Solution.
- (7) A Cost Estimate for the PM Contractor to implement the Proposed Solution at the next scheduled PM Site Visit.
- (i) If parts that failed or are needed to implement the Proposed Solution are available in the Post's Spare Part Inventory and the Facility Manager permits the Contractor to use the available spare parts, the Contractor shall modify the cost estimate to utilize the spare parts now and procure replacement parts to replenish the Spare Part Inventory later.
 - (ii) If a Post's Spare Part Inventory does not include the appropriate parts or the Post Facility Manager will not allow the use of the Post's spare parts, the Contractor's cost estimate shall include procurement of the parts needed and installation / replacement of the parts during the next PM visit to the Post.
 - (iii) If the Post chooses to procure the parts on their own, the Contractor's proposal shall include only the cost to remove parts / install new parts.
- (e) Completed Checklists: A section that compiles all of the signed PM Checklists that were completed during the site visit. All checklists provided shall be complete and clearly legible. Handwritten or document scans that cannot be easily read will be rejected.
- (f) Updated PM Schedule: A copy of the PM schedule, annotated to note what equipment was serviced during the site visit, the dates when all equipment were last serviced and the recommended dates for the next servicing for all equipment.
- (g) Spare Part Schedule: The Contractor shall create a Spare Part Schedule listing the spare parts the Contractor recommends Post keep on site, after the initial PM Site Visit has been completed. The Spare Part Schedule shall be updated during each subsequent PM Site Visit. [Separate tables shall be provided for the GWA/PAA Space the CAA Restricted Space and the CAA Core Space.] If more than one BAS product line is installed at Post, a separate Spare Parts Schedule shall be provided for each system. Each table shall include columns for:
- (1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
 - (2) Recommended quantity to keep in stock
 - (3) Actual quantity in stock at Post
 - (4) Part description
 - (5) Manufacturer
 - (6) Supplier, including contact information for ordering parts
 - (7) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc...
- (h) Expendable Part Replacement Schedule: The Contractor shall create an Expendable

Part Replacement Schedule listing all Expendable BAS Parts installed, after the initial PM Site Visit has been completed. This Replacement Schedule shall be updated during each subsequent PM Site Visit. [Separate tables shall be provided for the GWA/PAA Space, the CAA Restricted Space and the CAA Core Space.] Each table shall include columns for:

- (1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
 - (2) Quantity installed
 - (3) Part description
 - (4) Manufacturer
 - (5) Supplier, including contact information for ordering parts
 - (6) Manufacturer's recommended replacement period
 - (7) Scheduled replacement date
 - (8) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc...
- (i) Contractor's PM Staff: A section that identifies the Contractor's staff that was involved in the preparation of deliverables and in providing PM services at Post. This shall include their name, job title, role, contact phone number, email address, and mailing address.
- (j) Post Key Staff: A section that identifies the Post Facility Manager and the Facility Maintenance Staff BAS Technician. Include contact information.
- (k) FM Staff PM Assistance: A section that identifies any Facility Maintenance Staff at Post that assisted the Contractor in providing PM services.
- (l) Test Equipment Calibration Certificates: A section that contains Calibration Certificates for all testing instrumentation used during site visit to calibrate BAS sensors, operators and end devices.
- (m) Sensor, Operator and End Device Point-to-Point Checkout Schedule: A multi-year Point-to-Point checkout schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Point-to-Point Checkouts shall be kept in such a manner that a year-over-year change in BAS technicians or PM Contractors will not adversely impact the overall multi-year Point-to-Point Checkout Schedule. These tables shall include columns for:

- (1) Point Name
- (2) Point Address
- (3) Part Description
- (4) Part Number
- (5) Controller Designation
- (6) Controller Network Address
- (7) Controller Terminal Connection Information (Terminal Block/Numbers)
- (8) Part Terminal Connection Information (Terminal Block/Numbers)
- (9) Method by which the Point-to-Point Checkout was performed

- (10) Status after Point-to-Point Checkout: “Good”, “Bad”, etc.
 - (11) Date Last Point-to-Point Checkout was performed
 - (12) Date of Next Scheduled Point-to-Point Checkout
 - (13) Checkbox for each line item to indicate if Point-to-Point Checkout was or was not performed during the site visit.
- (n) Sensor, Operator and End Device Calibration Schedule: A multi-year calibration schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Sensor, Operator and End Device Calibration Verification shall be kept in such a manner that a year-over-year change in BAS technicians or PM Contractors will not adversely impact the overall multi-year calibration schedule. These tables shall include columns for:
- (1) Point Name
 - (2) Point Address
 - (3) Part Description
 - (4) Part Number
 - (5) Checkbox to indicate if Part can or cannot be calibrated
 - (6) Value before calibration
 - (7) Deviation from measured/known value before calibration
 - (8) Value after calibration
 - (9) Deviation from measured/known value after calibration
 - (10) Acceptable Deviation Range
 - (11) Method by which the calibration was performed
 - (12) Manner by which the part was calibrated
 - (13) Status after calibration: “Good”, “Questionable”, “Failed”
 - (14) Date Last Calibrated
 - (15) Date of Next Scheduled Calibration
 - (16) Checkbox for each line item to indicate if calibration was or was not performed during the site visit.
- (o) BAS Evaluation: A section assessing the condition of each BAS installed at Post. Recommendations shall be included concerning the current level of functionality, BAS obsolescence, and possible needs for upgrades or replacement.
- (1) BAS Software Assessment: Recommendations concerning the need for upgrading the software. A description of the effort involved and a cost estimate shall be provided as part of the PM Report if the software needs to be upgraded.
 - (2) BAS Operator Work Station / Server Assessment: Recommendations concerning the need for upgrading or replacing a BAS Operator Work Station or Server. A description of the effort involved and a cost estimate shall be provided if the hardware needs to be upgraded or replaced.
 - (3) Missing BAS Operator Work Stations (If Applicable): Recommendations concerning the type of BAS Operator Work Station needed, a description of the

effort involved in replacing the missing BAS Operator Work Station and a cost estimate shall be provided.

- (4) **BAS Controller Assessment:** The Contractor shall make recommendations concerning the need to update or replace obsolete controller(s). A description of the effort that would be involved and a cost estimate for this effort shall be provided if the controller(s) needs to be updated or replaced. The Contractor shall also be responsible for providing documentation from the manufacturer that clearly indicates one of these conditions exists. Work of this nature will not be considered by the Facility Manager and COR if supporting documentation from the manufacturer is not provided.

- (p) **Consolidated Proposed Solutions Cost Estimate:** A section that provides an overall combined cost estimate for the Contractor to provide repairs described in the Proposed Solutions for all of the “Open” Deficiencies described within the PM Report. This cost estimate shall be broken down into parts, labor and travel.
- (q) **Spare Part Procurement Cost Estimate:** A section that provides an overall cost estimate to provide the Spare Parts required by Post. This estimate shall include shipping costs.
- (r) **Expendable Part Procurement / Installation Cost Estimate:** A section that provides an overall cost estimate to provide and replace the scheduled Expendable Parts required by Post. This estimate shall include shipping costs.
 - (1) When the Expendable Part Replacement Schedule indicates that there are expendable parts due for replacement, the contractor shall provide a proposal to the Facility Manager which lists the expiring parts along with the associated costs to remove the expired parts and to procure and install the new parts. If the proposal is accepted, the expired parts shall be replaced at the next PM visit to Post.
 - (2) If the Post chooses to procure the parts on their own, the contractor’s proposal shall include only the costs to remove the expired parts and install the new parts.

- (s) **Report Submission Requirements:** The BAS PM Report shall be burned on to CD or DVD media. Two (2) sets of BAS PM Report disks shall be created.
 - (1) One (1) BAS PM Report disk shall be submitted to the Post Facility Manager.
 - (2) One (1) BAS PM Report disk shall be sent by the Contractor to OBO/CFSM/FAC/PS - “BAS Support” for funding consideration and record keeping purposes.

C.2.6.2 BAS As-Built and BAS Operation & Maintenance Manual Document Retention: The Contractor shall coordinate with the Facility Maintenance Staff at Post to find the existing BAS As-Built and BAS O&M Manual documentation for each BAS installed at Post. As-Built and O&M Manual documentation backup shall be performed once, as part of the first PM site visit.

- (a) If electronic media versions of these documents exist at Post, the electronic media versions of the documentation shall be copied.

- (b) If no electronic media versions of this documentation are available at Post, the Contractor shall scan hard copies of this documentation to create electronic media for submission.
- (c) BAS As-Built / O&M Manuals Documents shall be burned on to CD or DVD media. Two (2) sets of disks shall be created for each Building Automation System at Post.
 - (1) One (1) set of BAS As-Built / O&M Manual Document disks shall be submitted to the Post Facility Manager for storage within a secure safe at Post.
 - (2) One (1) set of BAS As-Built / O&M Manual Document disks shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

C.2.6.3 Updated BAS As-Built and BAS Operation & Maintenance Manual Documents: When work is performed which modifies the existing BAS hardware / software configuration and/or programming, the Contractor will be responsible for providing updated As-Built and O&M Manual documentation to accurately reflect the new state of each BAS at Post.

- (a) Modifications shall be made to reflect any changes made to the Sequences of Operation by the Contractor and any permanent changes to the Sequences of Operation discovered by the Contractor but not previously documented.
- (b) Modifications shall be made to reflect any physical changes made to the BAS, to include but not be limited to: wiring changes, changes to controller configurations, addition or removal of points, etc...
- (c) Any new BAS Software and/or Hardware Licenses associated with the work performed shall be provided. Licenses shall be fully documented and information provided in a manner that allows Post to work directly with the BAS manufacturer.
- (d) In cases where BAS CAD As-Built Drawings are not available, the Contractor shall produce BAS CAD Drawings for only the drawings that are affected by the work performed. PDFs of these modified drawings shall be inserted into the existing BAS As-Built drawings to replace the outdated drawing pages.
- (e) O&M Manual data shall be provided for any BAS equipment installed as part of this work. A PDF of the Original O&M Manual shall be altered to remove components that are no longer used. O&M information for components added shall be appended to the O&M Manual.
- (f) Updated BAS As-Built / O&M Manual Documents shall be burned on to CD or DVD media. Two (2) sets of disks shall be created for each Building Automation System at Post.
 - (1) One (1) set of BAS As-Built / O&M Manual Document disks shall be submitted to the Post Facility Manager for storage within a secure safe at Post.
 - (2) One (1) set of BAS As-Built / O&M Manual Document disks shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

C.2.6.4 BAS Backup Retention: At the end of each site visit the Contractor shall create a current backup of the data, programming, graphics, settings and license files for each BAS at the associated

BAS Operator Work Station / Server.

- (a) This backup shall be burned on to CD or DVD media along with a backup of the BAS Operator Work Station / Server Software and Graphics.
- (b) Each backup shall be configured to allow Facility Maintenance staff to recover the associated BAS in the event there is a BAS failure. Instructions on how to do this shall be included on the backup disks.
- (c) Two (2) sets of backup disks shall be created for each Building Automation System at Post.
 - (1) One (1) BAS backup disk shall be turned over to the Post Facility Manager for each BAS, for storage within a secure safe at Post.
 - (2) One (1) BAS backup disk shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

C.2.6.5 Password Retention: The Contractor shall, at the end of each site visit, create a listing of the BAS usernames, passwords and encryption keys that exist within each BAS Operator Work Station and/or Server that are used to access each BAS at Post.

- (a) The BAS username / password / encryption key data shall be burned on to CD or DVD media.
- (b) Two (2) BAS username / password / encryption key listings shall be created for each Building Automation System at Post.
 - (1) One (1) BAS username / password / encryption key disk for each BAS shall be turned over to the Post Facility Manager for storage within a secure safe at Post.
 - (2) One (1) BAS username / password / encryption key disk for each BAS shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

C.2.6.6 BAS Inventory Retention: While at Post performing PM services, the Contractor shall take inventory of each existing BAS System. BAS Inventory data collection shall be performed once, as part of the first PM site visit. The BAS Inventory shall be updated during subsequent PM site visits and resubmitted if it is found that changes have been made that affect the inventory data.

- (a) This Inventory shall include information about:
 - (1) The Manufacturer and Product Line installed of each BAS;
 - (2) The Model/Part Number of each type of controller installed, provided in a tabular format;
 - (3) The quantity of each Model of controller installed, provided in a tabular format;
 - (4) An inventory of the Equipment and Systems Monitored and/or Controlled by the BAS, including quantities; provided in a tabular format.
 - (5) The quantity and locations of BAS Operator Work Stations (OWS) and Servers and the BAS software installed on each of these computers.
 - (6) The locations of each OWS, Server, Building Level Controller and Supervisory

Level Controller, shown on sanitized floor plans. If CAD drawn floor plans are not available, it is acceptable to show this information on a scanned copy of the floor plans.

- (b) Using the built in functions of the OWS the Contractor shall generate a searchable PDF document and/or a spreadsheet containing a Database printout of the BAS programming, points and other settings for the entire BAS. This database printout shall include the physical Hardware Points with point names and addresses of the physical Hardware Points for each controller on the BAS network, broken down by controller.
- (c) The intent is to take a full inventory of each installed BAS and to document all of the programming and physical Hardware Points overall in each BAS.
- (d) The BAS Inventory data shall be burned on to CD or DVD media. Two (2) sets of BAS Inventory disks shall be created for each Building Automation System at Post.
 - (1) One (1) BAS Inventory disk shall be turned over to the Post Facility Manager for each BAS for storage within a secure safe at Post.
 - (2) One (1) BAS Inventory disk for each BAS shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

C.2.7 DELIVERABLE SUBMISSION SCHEDULE

C.2.7.1 Pre-Travel Deliverables: The items described under "C.2.5 PRE-TRAVEL DELIVERABLES" must be submitted within forty (40) business days following Notification to Proceed. Items that are to be resubmitted after the initial PM site visit must be submitted within twenty (20) business days after completion of the initial PM site visit. For each of these submissions, the Contracting Officer's Representative will respond within fifteen (15) business days of receipt regarding further action or revisions, if any are required.

C.2.7.2 Post-Travel Deliverables: The items described under "C.2.6 POST-TRAVEL DELIVERABLES" must be submitted within twenty (20) business days following completion of each site visit. The Contracting Officer's Representative will respond within fifteen (15) business days of receipt regarding further action or revisions, if any are required.

C.2.8 RETENTION OF DELIVERABLES AND OTHER DATA BY THE CONTRACTOR

C.2.8.1 All documentation, deliverables, backups, user account information (user names / passwords) and other data gathered and/or created by the Contractor as part of this Task Order shall be retained by the Contractor for a period of 15 years after the completion of the Task Order. This data shall be stored on electronic media.

C.2.8.2 This information shall be securely stored by the Contractor at a facility that maintains an appropriate Facility Level Clearance level for the type and classification level of the information being stored.

C.2.8.3 The retention of this data by the Contractor shall act as an external backup for OBO and Posts to reference back to when this information cannot be located within DOS.

C.2.8.4 The Contractor shall make this data available to OBO and/or Posts upon request of the

Government.

C.3 CONTRACTOR'S RESPONSIBILITY

C.3.1 GENERAL

C.3.1.1 Performance will be accomplished in strict conformance with the contract clauses, provisions, and conditions contained herein.

C.3.1.2 The Contractor shall be responsible for all methods, techniques, and procedures used and for coordinating the work following the proposed schedule. Portions of the facility not directly affected by work activities shall remain functional.

C.3.1.3 The Contractor shall be responsible to the Government for acts and omissions of the Contractor's employees, subcontractors and their employees, and other persons performing any of the work under contract with the Contractor.

C.3.1.4 If the Contractor performs any work contrary to U.S. laws, ordinances, or regulations, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.

C.3.1.5 The Contractor shall save, defend, keep harmless and indemnify the U.S. Department of State, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (e.g., court costs and attorney's fees), charges, liability of exposure, however caused, on account of any copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract, including its use by the Department of State. If the Contractor uses a design, device, or materials covered by license, patent, or copyright, it is mutually agreed and understood that the Contract price, without exception, includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

C.3.1.6 The Contractor's work schedule shall be as directed by the Post Facility Manager. When not indicated otherwise work shall occur during one 8-hour shift per day, 5 days per week. Weekends and holidays shall be considered workdays provided access to the worksite is available, these specific workdays are needed to complete the work, and approval to work these specific days has been granted by the Post's Facility Manager. The proposed work schedule is subject to Post's Facility Manager (FM), General Services Officer (GSO) and/or the Management Officer's approval. The work schedule shall be determined prior to the start of work.

C.3.2 CODES AND REGULATIONS

C.3.2.1 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.

C.3.2.2 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.3.2.3 Except to the extent that more explicit or more stringent requirements are written directly into the contract, 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 by reference) as if copied directly into the contract, or as if published copies are bound herewith.

C.3.2.4 The Contractor shall assume full responsibility and liability for 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.3.3 AUTHORIZATION TO VISIT SITE

C.3.3.1 The Contractor is responsible for obtaining proper passports, visas, emergency medical evacuation insurance, Defense Base Act insurance and immunizations.

C.3.3.2 A “Notice to Proceed” cannot be issued for a site visit until the Contracting Officer has received verification / proof that the Contractor is covered by Defense Base Act (DBA) insurance for each site visit. No authorization to travel will be given if this information is not provided.

C.3.3.3 The following describes the minimum clearance requirements that must be met for BAS work performed at Post as part of this contract.

- (a) Contractor personnel performing Contract requirements in General Work Areas (GWA) and Public Access Areas (PAA) do not require a clearance. Information for Un-cleared personnel must be submitted to the Post Resident Security Officer (RSO) for screening and approval prior to being granted access to Post.
- (b) Contractor personnel performing Contract requirements in CAA Restricted spaces shall be U.S. Citizens and have a minimum security clearance at the TOP SECRET level, verified by DS, to allow for unescorted access. (Required by 12 FAH-6 H-631.5-2) An Interim TOP SECRET clearance will not be accepted for CAA Restricted unescorted access.
- (c) Contractor personnel performing Contract requirements in CAA Core spaces shall be U.S. Citizens and have a minimum security clearance at the TOP SECRET level, verified by DS, to allow for limited escorted access. (Required by 12 FAH-6 H-631.5-2) An Interim TOP SECRET clearance will not be accepted for CAA Core access.
- (d) Clearances shall be certified to DS/IS/IND via Visit Authorization Requests in accordance with Contract Section H.10.2.

C.3.3.4 The Contractor shall submit a Country Clearance Request (CCR) to the COR at least fifteen (15) business days prior to the Contractor’s departure for Post. Submission of the CCR information will result in official electronic Country Clearance (eCC) to Post and official certification of Contractor personnel security clearance levels to the Regional Security Office (RSO) of the Post to be visited. Subsequent changes in personnel or schedules will not be permitted

unless specifically authorized by the COR. The Contractor shall not depart to Post without a Diplomatic Security (DS) verified Country Clearance.

C.3.3.5 A copy of the final negotiated Contract, including the Scope of Work, Labor Categories with clearances for all personnel working on the Contract identified, Estimated Start and Completion Dates, Cost, Procurement Method, Shipping Method, and Designated Storage Area at Post shall be provided to the COR a minimum of ten (10) business days prior to the start of work.

C.3.4 CONTRACTOR AND PERSONNEL QUALIFICATIONS

C.3.4.1 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.3.4.2 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 BAS they are tasked to work on.

- (a) Contractor's employees not trained and certified by the manufacturer of the BAS will not be permitted to work on the BAS.
- (b) Biographical data (a resume) and Proof of certification from the BAS hardware and software manufacturer shall be submitted for personnel providing BAS PM Services under this SOW.
- (c) The personnel who are proposed by the Contractor to perform BAS work on site in the CAA Restricted spaces at Post shall, at a minimum, have a TOP SECRET security clearance, verified by Diplomatic Security (DS).
- (d) The personnel who are proposed by the Contractor to perform BAS work on site in the CAA Core spaces at Post shall, at a minimum, have a TOP SECRET security clearance, verified by Diplomatic Security (DS).

C.3.4.3 The Contractor shall not change the proposed BAS technicians and/or other site personnel without permission from the COR. The Contractor shall submit such a request in writing with justification for change to the COR.

C.3.4.4 The Contractor shall provide a means of transportation to bring personnel, supplies, tools and equipment to and from Post. The Contractor shall be responsible for providing this service. The costs shall be included in the Contractor's proposal.

C.3.4.5 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 tasks assigned to them.

C.3.5 MATERIALS AND EQUIPMENT

C.3.5.1 The Contractor shall obtain the approval of a Procurement Plan and a Shipping Plan from the Post Facility Manager prior to undertaking either activity.

C.3.5.2 All parts, materials, components, equipment, systems, and products furnished by the Contractor shall be new, unused and shall not be remanufactured in any manner. Used or remanufactured parts or components are not allowed nor are they acceptable for use. All replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements. Exception: BAS Controllers may be provided that are refurbished or repaired if they are no longer produced by the BAS Manufacturer and the BAS Manufacturer no longer has any new stock for sale.

C.3.5.3 The Contractor shall ship all materials and equipment in accordance with current Government regulations governing carrier usage (contact Post General Service Officer (GSO) for specific entry guidance).

C.3.5.4 The Contractor shall deliver all materials and supplies to the site in the original packaging bearing the name of the manufacturer, and details for proper storage and usage. The Contractor shall pack all project materials and equipment to protect them from shipment/transit/rough handling damages. Damaged or deteriorated materials and supplies must be promptly removed from the premises.

C.3.5.5 The Contractor shall complete a line item inventory for materials received and validate that received materials are correct.

- (a) The Contractor shall furnish to the Post Facility Manager a line item list of material ordered (to include quantities and cost) and a line item receiving report of material received by the Contractor (to include quantities and cost) prior to shipment of any material to Post.
- (b) The Contractor shall furnish to the Post Facility Manager a line by line packing list (to include quantities and cost) of materials being shipped to Post by the Contractor.

C.3.5.6 The Contractor shall submit to the Post Facility Manager MSDS sheets for all HAZMAT, pack HAZMAT per DOT requirements and provide line item inventory and packing list(s) for all packages containing HAZMAT.

C.3.5.7 Upon arrival at Post, storage of all materials will be subject to security restrictions and inspections in accordance with Diplomatic Security (DS) mandated requirements.

C.3.5.8 The Contractor shall securely procure all materials destined for use in the CAA Restricted and CAA Core Spaces. Personnel involved in the procurement process of CAA Restricted and CAA Core materials, specifically all coordination with potential vendors, choice of vendor, issuance of orders and coordination of deliveries to the Contractor's Consolidated Receiving Point (CRP), if applicable, must possess SECRET clearances. Secure procurement may not be accomplished by un-cleared individuals. Secure procurement shall be accomplished by not disclosing the Post name, location or project for which the items are ordered to any un-cleared vendor. Vendors will not be informed of the ultimate destination or that the materials are destined

for installation in CAA Restricted or CAA Core spaces.

- (a) All materials and equipment destined for CAA Restricted and CAA Core spaces shall be shipped using secure transport modes.
- (b) The Contractor shall establish a Consolidated Receiving Point (CRP), or utilize an existing DS approved CRP, to receive, stage, store and ship all secure materials.
- (c) Shipping plans for secure materials, those which will be installed in CAA Restricted and CAA Core spaces, shall identify the Consolidated Receiving Point (CRP) to be utilized by the Contractor.

C.3.6 DEPARTMENT OF STATE DELIVERY, MAIL AND COURIER ADDRESSES

C.3.6.1 Classified Packages & Mail: Classified packages / mail shall **NOT** be sent via U.S. Postal Service.

- (a) Delivery by Courier: 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 addresses 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.

(1) Address for Classified Packages / Mail sent by Courier to Post:

- (2) Address for Classified Packages / Mail sent by Courier to OBO/CSFM/FAC/PS “BAS Support”:

ANTHONY PELLEGRINO (703-516-1987)
OBO/CSFM/FAC/PS
U.S. DEPARTMENT OF STATE
1701 NORTH FORT MYER DRIVE
SA-6, ROOM 2012.24
ARLINGTON, VA 22209

ALTERNATE POINTS OF CONTACT:
CHRIS TJIATTAS (571-345-0301)
ASENATH HILL (703-812-2223)

- (b) Delivery by Commercial Carrier: Alternatively, GSA Schedule 48, Commercial Delivery Carriers, may be used in accordance with NISPOM 5-403-e, and ISL 2006-02, para 18.

(1) Currently, the carriers on that list include:

- (i) DHL (Astar Air Cargo) - Same Day Service
 - (ii) FedEx – Same Day Service, First Overnight, Priority Overnight or Standard Overnight
 - (iii) Airtel Systems – Mission Critical or Same Day Service
 - (iv) United Parcel Service – UPS Next Day Air Early, Next Day Air, or Next Day Air Saver
 - (v) UPS Supply Chain Solutions – Constant Surveillance Service
- (2) Classified Packages / Mail to be delivered via authorized Commercial Delivery Carrier listed above should be addressed as follows:

- (i) Address for Classified Packages / Mail sent by Commercial Carrier to Post:
- (ii) Address for Classified Packages / Mail sent by Commercial Carrier to OBO/CFSM/FAC/PS “BAS Support”:

ANTHONY PELLEGRINO (703-516-1987)
U.S. DEPARTMENT OF STATE
OBO/CFSM/FAC/PS
1701 NORTH FORT MYER DRIVE
SA-6, ROOM 2012.24
ARLINGTON, VA 22209

ALTERNATE POINTS OF CONTACT:
CHRIS TJIATTAS (571-345-0301)
ASENATH HILL (703-812-2223)

C.3.6.2 Unclassified Packages and Mail: 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.**

- (a) Address for Unclassified Packages / Mail sent to Post:

U.S consulate General Karachi
Plot #, 3,4,5 TPX Area
Mai Kolachi Road, Karachi

- (b) Address for Unclassified Packages / Mail sent to OBO/CFSM/FAC/PS “BAS

Support”:
ANTHONY PELLEGRINO
OBO/CSFM/FAC/PS
U.S. DEPARTMENT OF STATE
SA-6, ROOM 1202.24
WASHINGTON, DC 20522-0612

C.3.7 CONTRACTOR USE OF PREMISES

C.3.7.1 The Contractor shall confine operations to the areas permitted under the Contract. Portions of the site beyond areas in which work is indicated are not to be disturbed. All persons shall report directly to the Facility Manager (FM) or General Services Officer (GSO) upon arrival and participate in a security briefing provided by the Regional Security Officer (RSO). The Contractor’s personnel shall conform to Post’s security rules and regulations affecting the work while engaged in the PM effort and regarding personal behavior. No cameras will be permitted at Post without prior approval by the Regional Security Officer (RSO). The Regional Security Officer (RSO) will identify any other site restrictions to the Contractor.

C.3.7.2 The Contractor shall at all times keep the site free from accumulation of waste materials or rubbish generated by the work. At the completion of the work, the Contractor shall remove all such waste materials and rubbish as well as tools, equipment, and surplus materials.

C.3.7.3 The Contractor must adequately protect and work around equipment or other fixed items that cannot be moved out of the work area.

C.3.7.4 The Contractor shall keep existing driveways and entrances serving the premises clear and available to Post personnel and the public at all times, and not unreasonably encumber the site with materials or equipment. Stockpiling of equipment and materials shall be confined in a construction trailer or other area approved by the Post Facility Manager. All public areas such as hallways, stairs, elevator lobbies, and toilets are to be kept free from accumulation of waste, rubbish and debris.

C.3.7.5 The Contractor shall take all precautions necessary to protect the building and its occupants during the project period, and repair damages caused during execution of the work.

C.4 GOVERNMENT’S RESPONSIBILITY

C.4.1 The Government will provide access to all identified areas for work.

C.4.2 The Government will provide to the Contractor the name and phone number of at least one person at Post with authority who can be contacted 24 hours a day.

C.4.3 Any escort responsibilities shall be arranged and provided by the Post Facility Manager at no expense to the Contractor.

[End of Section]

SECTION D - PACKAGING AND MARKING

Note:

PR8837198 – RFQ 19PK4020Q5018 - Annual Preventive Maintenance Service of Building Automation System (BAS)

SENSITIVE BUT UNCLASSIFIED

Clauses numbered 52.xxx... are Federal Acquisition Regulations.
Clauses numbered 652.xxx... are Department of State Acquisition Regulations.

D.1 MATERIALS SHIPPING

D.1.1 All unclassified reports, data and documentation shall be prepared for shipping in accordance with the best commercial practices, except to the extent other requirements are indicated by the security specifications of this contract.

D.1.2 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)

D.1.3 See Section G for special instructions for mailing invoices.

D.2 PACKAGING REQUIREMENTS FOR PACKAGE, MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS

D.2.1 Separate packaging of electronic media and hardcopy material: The prime Contractor, and any associated subcontractors, will package all paper documents and drawings separately from electronic media, regardless of its classification. Specifically, electronic media (such as CDs and DVDs) will be transported in electronic media packages that contain no other hard copies of any kind, beyond that of transfer/receipt documentation. Paper drawings and documents will be packaged separately.

D.2.2 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, is double-wrapped with both layers addressed properly and labeled with the sender's address. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes. No indication of the classification or sensitivity should appear on the outer wrapper. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.

D.2.3 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. The cardboard box or mailing tube counts as the second layer of wrap. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.

D.3 U.S. GOVERNMENT RIGHTS

D.3.1 The U.S. Government reserves the right, in its sole discretion, to determine whether products have been compromised, and therefore cannot be used in CAA Restricted spaces, CAA Core spaces and adjacent spaces. 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 deliverables required in "Section C" are submitted 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 if any additional country specific research is required, and to perform such research to determine and gather the information necessary to perform the requirements defined within this request for proposal.

[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 ninety (90) calendar days of the contract start date and each subsequent ninety (90) calendar days thereafter through the term of the contract. Completion will require the delivery and approval of all reports and designated contract deliverables as defined in "Section C".
- (c) Bi-annual maintenance activities will be completed within one hundred and eighty (180) calendar days of the contract start date and each subsequent one hundred and eighty (180) calendar days thereafter through the term of the contract. Completion will require the delivery and approval of all reports and designated contract deliverables as defined in "Section C".
- (d) Annual maintenance activities will be completed within three hundred and sixty (360) calendar days of the contract start date. Completion will require the delivery and approval 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.

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.

Jan 01	New Year's Day
Jan (Day of Month Varies)	Birthday of Martin Luther King, Jr.
Feb (Day of Month Varies)	President's Day
May (Day of Month Varies)	Memorial Day
Jul 04	Independence Day
Sep (Day of Month Varies)	Labor Day
Oct (Day of Month Varies)	Columbus Day
Nov 11	Veterans Day
Nov (Day of Month Varies)	Thanksgiving Day
Dec 25	Christmas

F.7 ACCESS TO FACILITIES AND STANDARDS OF CONDUCT

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 TOP 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, WinMagic SecureDoc is DS authorized for hard drive encryption.

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.

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

Note:

Clauses numbered 52.XXX... are Federal Acquisition Regulations.

Clauses numbered 652.XXX... are Department of State Acquisition Regulations.

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 and 2 copies (See the SF 1442 Block 27) to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or 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 in triplicate to the following address via courier (e.g. FEDEX or UPS).

To: Contracting Officer
U.S Consulate General Karachi
Plot# 3,4,5, TPX Area
Mai Kolachi Road, Karachi
Pakistan

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

Note:

Clauses numbered 52.XXX... are Federal Acquisition Regulations.

Clauses numbered 652.XXX... are Department of State Acquisition Regulations.

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

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 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 Top Secret security clearance. Additionally, all personnel involved in the procurement process for CAA materials MUST possess a Final Secret personal security clearance.

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 DSINDOBOVAR@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.

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.

[End of Section]

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

<u>SOURCE</u>	<u>TITLE AND DATE</u>
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)

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)
- 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 not 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 15.408 (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

J.1 ADMINISTRATIVE DOCUMENTS

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

[End of Section]

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

Note:

Clauses numbered 52.XXX... are Federal Acquisition Regulations.

Clauses numbered 652.XXX... are Department of State Acquisition Regulations.

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:
- (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 (FAPIS) 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 FAPIS 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.

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.

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, United 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

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:

Alternate point of contact:

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:

Submit Complete Offer to:

Courier Address:

U.S. Department of State

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.

<u>VOLUME</u>	<u>DESCRIPTION</u>	<u># OF PAGES</u>
ONE	TECHNICAL AND BUSINESS MANAGEMENT PROPOSAL PAGES	NTE 10

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.

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 of sensors and measurement 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 BAS 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]