

SOLICITATION/CONTRACT/ORDER FOR OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SFSIAQ11R0041		6. SOLICITATION ISSUE DATE 07/20/2011					
7. FOR SOLICITATION INFORMATION CALL		a. NAME Nadia O. Shokry				b. TELEPHONE NUMBER (No collect calls) c. EMAIL shokryno@State.gov		8. OFFER DUE DATE / LOCAL TIME 08/10/2011 20:00:00					
9. ISSUED BY		CODE		FSIAQ		10. THE ACQUISITION IS ☐ UNRESTRICTED ☒ SET ASIDE: 100 % FOR ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☒ SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS ☐ 8(A) NAICS: 561210 SIZE STANDARD: \$35.5 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE ☐ 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS			
15. DELIVER TO SEE SERVICES NO SHIPPING REQUIRED SERVICES NO SHIPPING REQUIRED WASHINGTON, DC 20520		CODE		MULTI		16. ADMINISTERED BY		CODE					
17a. CONTRACTOR/OFFEROR		CODE		FACILITY		18a. PAYMENT WILL BE MADE BY BUDGET OFC (FSI/EX/BUD) FOREIGN SERVICE INSTITUTE BUDGET & MANAGEMENT OFFICE WASHINGTON, DC 20520-4201		CODE		FSIBU			
Contact Telephone No.		Duns				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM							
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	

See Line Items Section

25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
☒ 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED				☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED			
☐ 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 HEREIN.				☐ 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:			
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 THE CONTRACTING OFFICER (TYPE OR PRINT) Martin Regan		31c. DATE SIGNED 07/20/2011	

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 ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38. S/R ACCOUNT NUMBER	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		42b. RECEIVED AT (Location)		
41c. DATE		42c. DATE REC'D (YY/MM/DD)		
		42d. TOTAL CONTAINERS		

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Line Item Summary	Solicitation Number: SFSIAQ11R0041	Contract Number:	Title: Facilities Support Solicitation			Date of Solicitation: 07/20/2011
Line Item No.	Description		Quantity	Unit	Unit Price	Total Cost
001	Project Manger/ Logistics Specialist		0.00	HR		
	BASE YEAR					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
002	Warehouse Specialist (Warehouse Worker)		0.00	HR		
	BASE YEAR					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
003	Laborer		0.00	HR		
	BASE YEAR					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
004	Project Manger/ Logistics Specialist		0.00	HR		
	OPTION YEAR 1					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
005	Warehouse Specialist (Warehouse Worker)		0.00	HR		
	OPTION YEAR 1					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
006	Laborer		0.00	HR		
	OPTION YEAR 1					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
007	Project Manger/ Logistics Specialist		0.00	HR		
	OPTION YEAR 2					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
008	Warehouse Specialist (Warehouse Worker)		0.00	HR		
	OPTION YEAR 2					
	Doc Ref No:					
	Delivery Date					
	FOB: Destination					
009	Laborer		0.00	HR		
	OPTION YEAR 2					
	Doc Ref No:					

Line Item Summary	Solicitation Number: SFSIAQ11R0041	Contract Number:	Title: Facilities Support Solicitation		Date of Solicitation: 07/20/2011
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	Delivery Date FOB: Destination				
010	Project Manger/ Logistics Specialist OPTION YEAR 3 Doc Ref No: Delivery Date FOB: Destination	0.00	HR		
011	Warehouse Specialist (Warehouse Worker) OPTION YEAR 3 Doc Ref No: Delivery Date FOB: Destination	0.00	HR		
012	Laborer OPTION YEAR 3 Doc Ref No: Delivery Date FOB: Destination	0.00	HR		
013	Project Manger/ Logistics Specialist OPTION YEAR 4 Doc Ref No: Delivery Date FOB: Destination	0.00	HR		
014	Warehouse Specialist (Warehouse Worker) OPTION YEAR 4 Doc Ref No: Delivery Date FOB: Destination	0.00	HR		
015	Laborer OPTION YEAR 4 Doc Ref No: Delivery Date FOB: Destination	0.00	HR		

B.1. Supplies or Services and Prices

B.1. The Foreign Service Institute, Department of State, anticipates the award of a Contract that establishes the terms and conditions applicable to future purchases of technical support services as well as information security operations. This is 100% Service-Disabled Veteran-Owned Small Business set aside.

B.2. The services shall be performed in accordance with Section C - Description/Specifications/Work Statement and as further described elsewhere in this document.

B.3. Please use Wage Determination 2005-2103, Revision 11 Dated 06/13/2011 for the labor categories that apply under the Service Contract Act.

B.4. Contractor shall provide a fully loaded labor hour bid price to support General Services Office as outlined in Section C.

Base Year (on or about): September 19, 2011 to September 18, 2012

CLIN 1_ Project Manger/ Logistics Specialist (1) \$_____ per hour

CLIN 2_ Warehouse Specialist (Warehouse Worker) (1) \$_____ per hour

CLIN 3_ Laborer (12) \$_____ per hour

Option Year 1 (on or about): September 19, 2012 to September 18, 2013

CLIN 1_ Project Manger/ Logistics Specialist (1) \$_____ per hour

CLIN 2_ Warehouse Specialist (Warehouse Worker) (1) \$_____ per hour

CLIN 3_ Laborer (12) \$_____ per hour

Option Year 2 (on or about): September 19, 2013 to September 18, 2014

CLIN 1_ Project Manger/ Logistics Specialist (1) \$_____ per hour

CLIN 2_ Warehouse Specialist (Warehouse Worker) (1) \$_____ per hour

CLIN 3_ Laborer (12) \$_____ per hour

Option Year 3 (on or about): September 19, 2014 to September 18, 2015

CLIN 1_ Project Manger/ Logistics Specialist (1) \$_____ per hour

CLIN 2_ Warehouse Specialist (Warehouse Worker) (1) \$_____ per hour

CLIN 3_ Laborer (12) \$_____ per hour

Option Year 4 (on or about): September 19, 2015 to September 18, 2016

CLIN 1_ Project Manger/ Logistics Specialist (1) \$_____ per hour

CLIN 2_ Warehouse Specialist (Warehouse Worker) (1) \$_____ per hour

CLIN 3_ Laborer (12) \$_____ per hour

SITE VISIT WILL BE HELD ON JULY 27, 2011 AT 2PM EST. If interested in attending, please contact Nadia Shokry at ShokryNO@state.gov by July 25 4:00pm EST.

THIS SITE VISIT IS NOT MANDATORY. ADDITIONALLY, IF YOU ATTENDED THE FEBRUARY 4TH, 2010 SITE VISIT THERE IS NO NEED TO VISIT AGAIN.

Section C - Descriptions/Specifications/Statement of Work

C.1. Statement of Work

FACILITY SUPPORT SERVICES

The Department of State Foreign Service Institute (FSI) has a requirement for warehouse support services at the George P. Shultz National Foreign Affairs Training Center, Foreign Service Institute (FSI) located at 4000 Arlington Boulevard, Arlington, Virginia. The training center and institute are located on a 72 acre campus consisting of eleven buildings housing students/staff involved in training and support functions. The institute also has annex training spaces located in Rosslyn, VA (11,000 sq ft), Washington, DC (6,000 sq ft) and an office and two training rooms located in the Harry S. Truman Main State building.

FSI is located at the George P. Shultz National Foreign Affairs Training Center in Arlington and is the federal government's primary training institution for providing training and professional development to personnel of the U.S. Department of State and the Foreign Service community. In addition to the State Department personnel, the center provides training for more than 47 other government agencies. The Office of the Executive Director for Management (FSI/EX) is responsible for the management and operational functions of FSI in support of training programs at the facility. The vendor will provide the FSI/EX General Services Office with experienced personnel to perform all task related to the labor/warehouse support efforts of FSI.

The vendor will be responsible for providing the personnel for the programs, activities and functions of the United States Department of State. The vendor will provide the necessary personnel to perform work in the George P. Shultz National Foreign Affairs Training Center, Foreign Service Institute and other Department of State buildings in the metropolitan Washington, D.C. area. Personnel must be able to perform all tasks as outlined below.

General performance requirements for all labor categories shall require employees to be fluent in the English language, a high school graduate, with one or two years experience in the related field with exception of the Logistics Specialist which should have four or five years experience preferably in a military type inventory control position. All personnel shall have superior organizational, oral and written communication skills and the ability to follow directions.

Project Manager/ Logistics Specialist (1 person needed) (Management is not covered under the Service Contract Act):

The Project Manager/Logistics Specialists must possess a Secret Level Clearance. Individual performing the work under this labor category will perform Project Manager duties and responsibilities in addition to Logistics Specialist duties and responsibilities. The incumbent will provide relevant project management functions and responsibilities. He/she needs to provide professional coordination and leadership in the execution of his/her duties and serves as the customer major point of contact for approved requests. The incumbent will provide overall leadership and guidance for all vendor personnel assigned to the contract warehouse/logistics task order. The incumbent is ultimately responsible for the quality and efficiency of the task order to include both technical issues and the business process operation. The incumbent will assign tasking to contractor personnel, supervises on going logistical efforts, and manage the overall task order performance. The incumbent will have the

ultimate authority to commit the vendor personnel for the warehouse logistics organization and make decisions for the vendor's organization in response to Government issues or problems. He/she should be readily available to respond to customer questions, concerns and comments, as well as be proactive in alerting the Government to potential contractual or programmatic issues. He/she will provide monthly statistical reports of activities (e.g. room setups, work orders completed, etc) to the Contracting Officer's Representative (COR).

Warehouse Specialist (Warehouse Worker) (21410) (1 person needed):

Assist in the loading and unloading of trucks, and in moving or relocating items to the warehouse. Unpacking and processing shipments received to ensure that all items ordered were received, completing a government receiving report and placing items in the appropriate warehouse locations. Process supply requests for expendable office supplies, ensuring that all items requested are pulled from stock locations, delivered to and signed for by the requesting office. Will ensure a copy of all receiving documents with location codes are supplied to the Inventory Control coordinator for updating of inventory records. Assist in the marking of all non-expendable property and equipment for tracking purposes, also that all equipment leaving the warehouse has proper documentation for issuance. Assist with tagging and palletizing surplus property for shipment to disposal facilities. Use forklift, motorized pallet jacks and other warehouse equipment as necessary. Incumbent will maintain strict access control to the warehouse in accordance with posted authorized access list.

Laborer (23470) (12 people needed):

Assist in the loading and unloading of trucks and in moving or relocating items to the warehouse or within the facility. Ensures that items are appropriately marked for storage in authorized appropriate, designated areas of the facility; assist in setting up classrooms and in the movement and arrangement of office furniture and other equipment in accordance with approved work orders from the Contracting Officer's Representative (COR); Classrooms shall be set up and cleaned (e.g. whiteboards erased, tables wiped off ((if necessary)) if set up occurs during the workday), ensures supplies such as easel pads, whiteboard markers and cleaner are available. Additional room setups will be performed for conferences and special events as necessary. Assembles furniture and delivers items to requesting office or prepares them for pickup; participates in periodic physical inventories of warehouse items. Assists with space renovations to move boxes and dismantle furniture. Delivers copy paper and card stock to offices. Assist with tagging and palletizing surplus property. Occasional driving of the government official vehicle may be required to deliver messages, documents, packages, mail and equipment to be repaired to various business concerns or governmental agencies. May transport FSI personnel to locations within the Washington DC metro area as necessary, and perform miscellaneous errands and deliver items to offices and departments within an establishment.

Section D - Packaging and Marking

D.1. Packaging and Marking

RESERVED

Section E - Inspection and Acceptance

Clauses By Reference

Clause	Title	Date
52.246-6	Inspection--Time-and-Material and Labor-Hour (May 2001)	05/11/2001

E.1. Inspection and Acceptance

E. 1. Inspection and acceptance of the services to be provided hereunder shall be made by the Government Technical Monitor (GTM) or Contracting Officer's Representative (COR).

E. 2. The Role of Government Personnel and Responsibility for Contractor Administration

1. Contracting Officer (CO): The CO has the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to: amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for non-performance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he/she may delegate certain other responsibilities to authorized representatives.
2. Government Technical Monitor (GTM): The GTM will assist the COR in discharging responsibilities. The responsibilities of the GTM include, but are not limited to: monitoring and inspecting the Contractor's progress and performance; evaluating contractor performance with the terms and conditions of this contract; acting as the Government's representative at the work site; advising the contractor of proposed deductions for non-performance or unsatisfactory performance; preparing receiving reports and/or approving invoices for payment; and advising the COR of any factors which may cause delay in work performance.
3. Contracting Officer's Representative (COR): The COR is responsible for promptly notifying the Contracting Officer in writing of any noncompliance or deviation in performance or failure to make progress; knowing and understanding the terms and provisions of the contract; knowing the scope and limitations of your authority; using good judgment, skill and reasonable care in the exercise of authority; protecting privileged and sensitive procurement information. If questions arise which are not clearly answered in the contract or if disputes with the Contractor occur, prepare a written report to the Contracting Officer setting forth the problem(s) encountered.

Section F - Deliveries or Performance

F.1. Deliveries or Performance

F.1 Period of Performance

Base Year: September 19, 2011 through September 18, 2012
Option Year One: September 19, 2012 through September 18, 2013
Option Year Two: September 19, 2013 through September 18, 2014
Option Year Three: September 19, 2014 through September 18, 2015
Option Year Four: September 19, 2015 through September 18, 2016

F.2 Place of Performance

George P. Shultz Center
National Foreign Affairs Training Center (NFATC)
4000 Arlington Boulevard
Arlington, Virginia 22204

F.3 Government Closure

Should the Federal Government or the Department of State, Foreign Service Institute, close for any reason (e.g., snow storm, terrorist threat, emergency situation, etc.) and the contractor is unable to perform services, the contractor shall not be paid for that day.

F.4 Cancellation

Should it be necessary to cancel any service after the dates have been agreed in writing with the contractor, the contractor will be given 10 days notice.

Section G - Contract Administration Data

Clauses By Reference

Clause	Title	Date
652.242-70	CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)	08/01/1999

G.1. Contract Administration Data

G.1. Key Personnel

The contractor will designate an individual working under this contract as the key person who will be responsible for supervision/oversight of contract staff. This individual will be responsible for performing clerical tasks (e.g. tracking assigned tasks, providing written weekly reposts, providing inventory listings of items in furniture storerooms, timesheets and ensuring the COR is aware of any contract employee time off requests). The key personnel for this contract are listed below:

Program Manager (TBD at time of award)

Alternate Program Manager (TBD at time of award)

G.2. Government Furnished Property

The Government intends to provide the Government-furnished property listed below. The contractor will be responsible for safeguarding all Government property and equipment provided for contractor use. At the end of each work period, all Government equipment and property will be secured.

1 Forklift

2 Manual pallet jack

2 Electric pallet jack

8 Stevedores

30 Dollies

3 Flat beds

1 Government vehicle (van)

Miscellaneous tools (i.e., screwdrivers, pliers, hammers, etc.)

G.3 Invoicing Instructions

Contractor shall submit invoice to the following address:

Department of State

Foreign Service Institute

Washington, D. C. 20520-4201

ATTN: Office of Budget and Management

Your invoice must include the following information:

(1) Your name and address to which payment is to be made;

(2) Your DUNS number and tax identification numbers (for individuals this is your SSN);

- (3) The order numbers in Blocks 3 and 4;
- (4) The correct amount owed by FSI;
- (5) Time payment discount, even if 'net';
- (6) Itemized billing;
- (7) Show ordering office in block 10;
- (8) Cite contract number (Block 2) as well as requisition number (Block 4) in all correspondence;
- (9) Unique vendor invoice number;
- (10) Contact name and telephone number;
- (11) Invoice date;
- (12) Description, price, and quantity of goods/services.

Failure to submit an invoice with all required information will result in invoice being returned for proper submission.

Payment under this contract will be due on the 30th calendar day after either (1) the date of receipt of proper invoice in the designated office, or (2) the date the services are accepted by the Government.

Section H - Special Contract Requirements

Clauses By Reference

Clause	Title	Date
652.239-70	INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (SEP 2007)	09/01/2007
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)	09/01/2007

H.1. Special Contract Requirements

H.1 Removal from Duty

The Government may direct that a contractor be removed immediately from the work site(s) should it be determined that the person is unfit for the job. A determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- *Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from other documents or records;
- *Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal and efficient operations of the Government;
- *Theft, vandalism, or any other criminal actions;
- *Selling, consuming or being under the influence of intoxicants, drugs or substances which product similar effects;
- *Improper use of communications equipment or government property;
- *Violations of security procedures or regulations;
- *Unacceptable performance

The Contractor shall be responsible for maintaining satisfactory standards of conduct and integrity. The Contracting Officer, acting on the advice of the COR, will make all determinations regarding the removal of any employee from the work site(s).

H.2 Contractor Self-Identification

All contractor personnel attending meetings, answering Government telephones, and/or working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public, of other government personnel or Congress that they are Government officials. Contractor personnel must also ensure that all documents or reports produced by them are suitably marked as contractor products or that contractor participation is appropriately disclosed. This direction shall be adhered to unless otherwise waived, in writing, by the cognizant Contracting Officer.

At no time will any contractor utilize letterhead for any correspondence between the contractor and any other entity depicting or intimating that the Contractor is a member/employee of the U.S. Government, either as an individual or as a company/corporation. Example: Using the Department of State Seal (or any other Government's agency seal) in their letterhead.

H.4.Shultz Center Parking Program

PURPOSE:

This notice describes the basis for the allocation and management of parking space at the George P. Shultz National Foreign Affairs Training Center (hereinafter referred to as the Shultz Center). The Department of State and all U.S. Government agencies represented at the SHULTZ CENTER are committed to a policy of energy conservation and therefore encourage, and given priority to, the formation of carpools.

AUTHORITY

A. Authority for this regulation is derived from: (a) Title 41 CFR, Section 102 Federal Management Regulations, (b) 6 FAM 1040, "Parking Program Administration"; and, (c) "develop and implement a parking program for the SHULTZ CENTER." In instances of conflict, 6 FAM 1040 and the Federal Management Regulations take precedence.

B. Long term Parking at Shultz Center is by individual permit and is reserved exclusively for full time faculty, students, and support staff who work at the center.

C. The responsibility for managing the parking program at SHULTZ CENTER has been vested in the Executive Director of FSI. All applications for parking must be submitted on-line on the General Services Office's web page. The GSO will review and process all applications. All payments are to be made at the Foreign Affairs Recreation Association (FARA) located at the SHULTZ CENTER Field House. FARA's contact at SHULTZ CENTER is Ms.Jomayra Santiago on extension 27221.

DEFINITIONS:

A. Employee: As referred to in this regulation an employee is any current full or part-time U.S. Government employee of the SHULTZ CENTER faculty or support staff.

B. Student: Any U.S. Government employee, regardless of agency affiliation, who is enrolled at SHULTZ CENTER for long or short-term resident (on-campus) training. Included within this term are the spouses of students who are also enrolled in training at the SHULTZ CENTER.

C. Carpool/Vanpool: A group of two or more people using a motor vehicle for transportation to and from work.

D. Executive: A SHULTZ CENTER current staff member with management responsibilities who in the judgment of the SHULTZ CENTER Director, requires preferential assignment of parking space.

E. Current Employee(s) with Disability(ies): must have an FSI handicap permit in addition to handicapped license plates or a handicapped placard issued by the state displayed at all times and the state issued certification must be available for review at any time.

F. Official Parking: Parking spaces reserved for Government-owned or leased vehicles. Official vehicles are not charged parking fees.

G. Illegal Parking: Parking on the SHULTZ CENTER without registering your vehicle with GSO, not displaying a completed location placard and parking pass for daily parkers, or parking in areas indicated in the Unauthorized Parking section below

ASSIGNMENT OF PARKING SPACES

- A. Persons who obtain a daily parking pass must park in either P-1, 2, 3, 4 or West Parcel and display both the parking pass and fill out the location placard and keep them in the front window of the vehicle while on the facility.
- B. Available parking on the Shultz Center is located in lots P-1 through P-7 depending on type of pass or permit and includes the West Parcel overflow lot located at 290 S. Taylor Street
- C. NO ONE may park in spaces designated as official or in fire lanes, on sides or turns of the perimeter road, on sides and ends of island strips, or other striped areas.
- D. Use of designated overflow parking is prohibited until all regular numbered parking spaces have been filled in all lots, or FARA indicates the lots are closed due to being full.

COMPETITION FOR AND ALLOCATION OF PARKING PERMITS

A. The allocation of, and the competition for, all SHULTZ CENTER parking permits is based upon the submission of an on-line application to FSI/EX. The allocation of parking permits will be made in descending order of priority as follows:

- 1. Staff/students with disabilities;
- 2. Executive staff;
- 3. Carpools/Vanpools;
- 4. Full-time staff (including contractors);
- 5. Full-time students (4 weeks or more);
- 6. Part-time staff (including contractors);
- 7. Short-term students (less than four weeks);
- 8. Visitors

B. Van/Carpool Permit Allocation

- 1. Vanpool/Carpool applications will be ranked competitively for allocation with the vehicles with the largest number of State employees taking priority over pools with fewer State members;
- 2. In cases of ties, the Pool with the greater direct distance from the principal pool member's residence (The Applicant) to SHULTZ CENTER prevails: or,
- 3. If further tie breaking is required, the highest combined total years of Federal Service of pool members will be used.

PARKING PERMITS

SHULTZ CENTER parking permits, individually numbered, are issued in the following categories:

- A. Yearly permits will be issued to executive staff of the Institute as well as to those who pay for the entire year. The Director, Deputy Director, Deans, and the Executive Director for Management will be assigned a reserved parking space. Once payment has been made, the permit will be issued upon presentation of a paid receipt to the parking coordinator in GSO.
- B. Monthly permits will be issued to all other Institute staff (including contractors) unless the individual purchases a yearly permit, subject to availability of space.
- C. Intermittent (daily) passes are issued each day, subject to availability of space.

Everyone MUST complete an on-line application for monthly or yearly passes. All vehicles with monthly or annual permits must be registered with GSO. All parking permits/passes must be fully displayed in the front window at all times. Issuance of a permit does not guarantee that a parking space will be available. This is a requirement of our agreements with Arlington County, the local community and the bureau and facility emergency action plans.

Parking on the Shultz Center is located in lots P-1 through P-7 including the West Parcel Overflow lot located at 290 S. Taylor Street.

Vehicles parked at FSI without a valid parking permit, without a completed location placard (daily parkers), parked in areas designated No Parking, or in Handicap spaces without proper permits will be booted and subject to a \$40.00 boot removal fee.

PARKING FEE

The following fees, which are used to pay the contractual costs for operating the parking service, are applicable to regular and intermittent parking permits:

- The fees are subject to change at any time with prior, 30 day, notice:
- The fee for yearly permits is \$90.00, payable in advance;
- The fee for regular permits is \$10.00 per month, payable in advance;
- The fee for intermittent (daily) permits is \$5.00 per day.

Payment: Parking fees, payable in advance are due the first working day of the month and are considered delinquent if not paid by the fifth working day of the month. Intermittent (daily) parking fees are payable at the time the permit is issued. Checks should be made out to FSI/FARA. MasterCard and Visa charge cards can also be used for payment.

For your convenience, the first three business days of each month, FARA will set up a table in the cafeteria, from 11:00am to 2:00 pm, to receive cash or check payments. After that time all payments must be made at the Field house. Applicants must provide FARA with a copy of the application approval e-mail they receive from GSO.

Visitor and Guest Parking: There is a visitor parking area limited to two hours for official visitors and guest speakers. Handicapped spaces are also available in this area. Parking in these spaces by individuals other than visitors and guests is considered unauthorized and may result in vehicles being booted (\$40.00 removal fee) or towed at the owner's expense. Repeat violations may result in loss of parking privileges. FSI staff and students are not authorized to park in these spaces.

Handicap Parking: There are designated handicap parking spaces in front of the Visitor's Center and in P5, P6 and P7 lots. Parking in these spaces is reserved for individuals displaying a valid FSI Handicap parking permit. FSI handicap permits must be requested during the on-line application process, applicants will need to provide the state issued certification issued with handicap tags or placards for review to obtain an FSI handicap permit. Issuance of a permit does not guarantee that a parking space will be available. Vehicles parked in handicap spaces without a valid FSI handicap parking permit are considered unauthorized and may result in vehicles being booted (\$40.00 removal fee) or towed at the owner's expense. Repeat violations may result in loss of parking privileges.

Unauthorized Parking: Parking in fire lanes, designated official spaces, striped areas, on sides or turns of the perimeter road, or on sides and ends of island strips, other striped areas, or double parking are all considered unauthorized and may result in vehicles being booted (\$40.00 removal fee) or towed at the owner's expense. Repeat violations may result in loss of parking privileges.

Overflow Parking: FSI has overflow parking located in the west parcel which is located at 290 S. Taylor Street across George Mason Drive. This is Department of State property and is part of the FSI campus and authorized

parking areas with a pedestrian tunnel under George Mason. This lot closes and is locked at 7:30 PM. Not wishing to walk from a distant lot is not a valid reason for violating this policy or parking illegally. When both on-campus parking lots and the overflow parking on the west parcel are full, FARA is authorized to direct individuals to park along designated curbs. Only FARA is authorized to direct people to park in areas otherwise designated as No Parking. In these cases, FARA will provide drivers with an authorized permit unique for that specific day. Vehicles not displaying the authorized permit in these areas will be booted (\$40.00 removal fee) or towed at the owner's expense. Repeat violations may result in loss of parking privileges. Individuals should not assume that since other vehicles are parked in these areas that it is acceptable to park there without FARA direction.

Overnight parking: Parking on the Shultz Center overnight is prohibited in accordance with the traffic management plan with Arlington County and the facility's agreements with the surrounding communities. Exceptions will be made for those persons involved in an official FSI sponsored offsite. The sponsoring office must submit a detailed list in writing to GSO of all personnel with vehicle information. Only the office may request the exception.

Returned Checks: There is a \$35.00 charge for any check returned for insufficient funds. This is exclusive of amount owed FARA. FARA reserves the right to boot any vehicle which is in arrears or who, after warnings, continually disregards parking guidance in this notice.

Transfer: Parking permits, permanent or intermittent, are issued to individuals by name who are responsible for them. Permits may not be loaned and are valid only for when individuals are FSI current staff and students in resident (on-campus) training only. Permits must be returned to FARA when no longer required.

Loss: The loss of a permit must be reported to FARA immediately. When it appears that a permit has been pilfered or there is evidence of fraud, FSI/EX will refer the case to appropriate authorities. Individuals are personally responsible for keeping their permit safe and to pay for replacements should they be lost.

Penalties: Falsification of information on applications or unauthorized transfer of permits to others for use will result in the permanent suspension of offenders' parking privileges. Failure to observe posted speed limits, repeated delinquent parking fee payments, failure to report an accident, and repeated violation of posted parking directions will result in the suspension of parking privileges for a period of six months, or the remainder of the parking year (Jan-Dec) whichever is longer.

RULES OF THE ROAD

1. The maximum speed limit on the SHULTZ CENTER grounds is 15 miles an hour.
2. Passing Shuttle Buses that are stopped for passengers is prohibited and a violation of State of Virginia traffic laws.
3. Pedestrians have the right-of-way at all times.
4. Permits and placards must be fully displayed in the front windshield.
5. Attendants will be present at the entrance gates and will also patrol the parking area from 7 AM until 4 PM, weekdays.
6. Vehicles should be locked and any valuables left in them placed in trunks or otherwise hidden from view.
7. NEITHER THE UNITED STATES GOVERNMENT, THE DEPARTMENT OF STATE, SHULTZ CENTER, FARA OR THE PARKING SERVICES CONTRACTOR(S) IS RESPONSIBLE FOR THE THEFT FROM, LOSS OF, OR DAMAGE TO ANY VEHICLE PARKED AT THE SHULTZ CENTER SITE AND/OR ITEMS LEFT IN VEHICLES.

8. Overnight parking is prohibited. Exceptions will be made for those persons involved in an official FSI sponsored offsite. The sponsoring office must submit a list in writing to GSO of all personnel with vehicle information. Individuals are not authorized to park overnight.
9. Damage Claims: Anyone who damages another vehicle and/or his own must: (a) report the incident immediately to the attendant on duty and (b) complete an accident report form obtained from the attendant and submit it to FSI/EX/GSO and (c) report accident to Security. After hours or when attendants are not present, incidents should be reported, and accident report forms obtained, from the security officer on duty.
10. Attendants are prohibited from moving any vehicle.
11. SHULTZ CENTER reserves the right to have illegally parked vehicles removed by a commercial towing firm at the owner's expense and responsibility.
12. FARA reserves the right to boot any car which is in arrears of payment (after the 10th of the month) and then have the car removed. The owner of the vehicle will be responsible for all costs associated with this action.
13. All staff and students should look for signs, pavement markings, etc which indicate that space is not a legal parking spot. All parking must be in accordance with information contained both from the parking ticket as well as regular State of Virginia driving codes. Striped areas on the pavement indicate no parking.

Section I - Contract Clauses

Clauses By Reference

Clause	Title	Date
52.202-1	Definitions (July 2004)	07/19/2004
52.203-3	Gratuities (Apr 1984)	04/01/1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)	10/01/2010
52.204-2	Security Requirements (Aug 1996)	08/01/1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	08/07/2000
52.204-7	Central Contractor Registration (Apr 2008)	04/22/2008
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	01/31/2011
52.207-3	Right of First Refusal of Employment (May 2006)	05/19/2006
52.212-4	Contract Terms and Conditions--Commercial Items (June 2010)	06/16/2010
52.212-4 Alt I	Contract Terms and Conditions--Commercial Items (June 2010) - Alternate I (Oct 2008)	10/17/2008
52.215-2	Audit and Records--Negotiation (Oct 2010)	10/01/2010
52.215-8	Order of Precedence--Uniform Contract Format (Oct 1997)	10/01/1997
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements - Commercial Item Acquisition (Feb 2007)	02/12/2007
52.217-8	Option to Extend Services (Nov 1999)	11/23/1999
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	02/01/1997
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	08/01/2003
52.223-6	Drug Free Workplace (May 2001)	05/11/2001
52.223-14	Toxic Chemical Release Reporting	08/01/2003
52.224-1	Privacy Act Notification (Apr 1984)	04/01/1984
52.224-2	Privacy Act (Apr 1984)	04/01/1984
52.227-17	Rights in Data-Special Works (Dec 2007)	12/07/2007
52.232-7	Payments under Time-and-Materials and Labor Hour Contracts (Feb 2007)	02/12/2007
52.232-7 Alt I	Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007)-Alternate I (Feb 2007)	02/12/2007

Clause	Title	Date
52.232-9	Limitation on Withholding of Payments (Apr 1984)	04/01/1984
52.232-17	Interest (Oct 2010)	10/01/2010
52.232-23	Assignment Of Claims (Jan 1986)	01/01/1986
52.233-1	Disputes (July 2002)	07/29/2002
52.233-1 Alt I	Disputes (July 2002)- Alternate I (Dec 1991)	12/01/1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)	04/01/1984
52.242-13	Bankruptcy (July 1995)	07/01/1995
52.243-3	Changes--Time-and-Material or Labor-Hours (Sept 2000)	09/25/2000
52.244-2	Subcontracts (Oct 2010)	10/01/2010
52.245-1	Government Property (Aug 2010)	08/02/2010
52.246-25	Limitation of Liability--Services (Feb 1997)	02/01/1997
52.249-14	Excusable Delays (Apr 1984)	04/01/1984
52.253-1	Computer Generated Forms (Jan 1991)	01/01/1991
652.204-70	Department of State Personal Identification Card Issuance Procedures	
652.225-71	SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)	08/01/1999
652.232-72	LIMITATION OF FUNDS (AUG 1999)	08/01/1999
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)	04/01/2004

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011) 01/24/2011

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(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)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15,

2011, except past performance reviews, will be publicly available.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (May 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- _X_ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- _X_ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- _X_ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- _X_ (16) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (18) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _X_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- ___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- _X_ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (25) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- _X_ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- _X_ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of

commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act -Free Trade Agreements - Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29

U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000) 03/27/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.245-2 Government Property Installation Operation Services

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

- 1 Forklift
- 2 Manual pallet jack
- 2 Electric pallet jack
- 8 Stevedores
- 30 Dollies
- 3 Flat beds
- 1 Government vehicle (van)
- Miscellaneous tools (i.e., screwdrivers, pliers, hammers, etc.)

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

02/01/1998

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

<http://farsite.hill.af.mil/>

(End of clause)

Section J - List of Attachments

J.1. List of Documents, Exhibits and Other Attachments

RESERVED

Section K - Representations, Certifications, and Other Statements of Offerors or Respondents

Clauses By Reference

Clause	Title	Date
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (Sep 2010)	09/29/2010

52.209-7 Information Regarding Responsibility Matters (Jan 2011) 01/24/2011

(a) Definitions. As used in this provision --

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

“Federal contracts and grants with total value greater than \$10,000,000” means--

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

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

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications--Commercial Items (Apr 2011)

04/01/2011

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be

accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business*

concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its

disadvantaged status.]

(i) *General.* The offeror represents that either--

(A) It __ is, __ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It __ has, __ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(8)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(9) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that--

(i) It __ is, __ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It __ is, __ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246--(1) Previous Contracts and Compliance.* The offeror represents that--

(i) It __ has, __ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, and

(ii) It __ has, __ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that here are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) Have, ☐ 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 Federal, state or local government 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;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) *Examples.* (A) 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.

(B) 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.

(C) 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.

(D) 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).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

__ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

__ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) __ In the United States (Check this box if the total anticipated price of the offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

__ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror __ does __ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

__ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror __ does __ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003, is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.223-13 Certification of Toxic Chemical Release Reporting

08/25/2003

Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

___ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

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

08/01/1999

(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)

Section L - Instructions, Conditions, and Notices to Offerors and Respondents

Clauses By Reference

Clause	Title	Date
52.212-1	Instructions to Offerors--Commercial Items (June 2008)	06/12/2008
52.214-34	Submission of Offers in the English Language (Apr 1991)	04/01/1991
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	04/01/1991
52.215-1	Instructions to Offerors--Competitive Acquisition (Jan 2004)	01/12/2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	02/16/1999
52.237-1	Site Visit (Apr 1984)	04/01/1984

L.1. Instruction, Conditions and Notices to Bidders

L.1. This is 100% Service-Disabled Veteran-Owned Small Business set aside. Proposal received from other than a Service-Disabled Veteran-Owned Small Business will be deemed unacceptable and will be given no further consideration.

L.2. All bidders must submit an original and 3 copies (4 total) of their proposal:

Additionally bidders must also submit:

1. Page one of this document with boxes 17A, 30A, 30B, 30C

Block 17A: Put your name, address, telephone number including area code, and DUNS number in this block.

Block 30A: Your signature goes in this block

Block 30B: Put your name in this block

Block 30C: Put the date of your signature in this block

2. Section B: Enter your bid rate.

3. Section K: Completed Representations and Certifications or submit ORCA documentation.

The following instructions establish the acceptable minimum requirements for the format and content of proposals: special attention is directed to the requirements for technical and past performance reports to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected prospective provider's organization and type of contract awarded. Copies of general provisions may be obtained by accessing <http://acquisition.gov/comp/far/index.html>.

Proposals are due by 4:00pm on August 10, 2011 EST.

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this request for proposal. Prospective providers are encouraged to submit proposals on recycled paper with a high post-consumer waste content. It is understood that your proposal will become part of the official contract file.

The Government will not return any documents or other items submitted with the bid to the bidders. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. The RFP will be available for download at and/or <http://www.fedbizopps.gov/>.

Clarification Questions

Prospective bidders must submit all clarification questions concerning this solicitation in writing to the contract specialist. Telephonic questions on this solicitation will not be accepted. All questions must be submitted via email to shokryno@state.gov. **Clarification questions will be received until 4pm on July 28, 2011 EST.** After this date the Contracting Officer does not guarantee that a response will be given. Oral explanations or instructions given by the Government before the award of the contract shall not be binding. Any information given to a prospective provider concerning a solicitation will be furnished promptly to all other prospective providers as an amendment to the solicitation, if that information is necessary in submitting an offer or tender or if a lack of it would be prejudicial to any other prospective providers. **Clarification answers will be posted on [fedbizopps.gov](http://www.fedbizopps.gov)**

Mailing of Proposals (Post Office):

Note: All regular postal mail is to be sent to:

Office of Acquisitions
Foreign Service Institute
Department of State
Washington, D. C. 20520-4201

Please note that all postal mail will be scanned before it is delivered to this office. In order for your correspondence to be received in a timely manner, please allow time for this process to occur. Your proposal must be scanned and received in the 4000 Arlington Boulevard, Arlington, VA 22204 Acquisitions Office by the due date and time. Please allow at least 3-4 days for this process to occur.

IF YOU ARE USING A COURIER SERVICE (e.g., FEDEX, UPS, etc) all mail should be sent to:

Office of Acquisitions
Department of State
Foreign Service Institute
4000 Arlington Boulevard
Arlington, VA 22204

PLEASE NOTE: The US Postal Office does not deliver mail to this address. DO NOT MAIL ANYTHING TO THE ARLINGTON BOULEVARD ADDRESS.

Regardless of the method in which you send your proposal, the proposal must be in the Office of Acquisitions, 4000 Arlington Boulevard, Arlington, VA 22204, Room F-2130, by the due date and time. If you or a courier is delivering your proposal, please have a Security Officer contact Nadia Shokry at extension 6-2347 for pick up.

1. Name of company/bidder
2. Company Point of Contact and their telephone number
3. Dun and Bradstreet Number
4. Federal ID Number
5. Solicitation Number you are responding to
6. Notation that you are CCR compliant

The Government contemplates award of a Time & Material (Labor Hour) contract resulting from this solicitation.

(End of provision)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from FSI/EX/ACQ 4000 Arlington Blvd, Arlington, VA 22204.

(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)

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 address(es):

<http://farsite.hill.af.mil/>

(End of provision)

(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, [insert name], at [insert telephone and fax numbers]. 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.

(end of provision)

Section M - Evaluation Factors for Award

Clauses By Reference

Clause	Title	Date
52.217-5	Evaluation of Options (July 1990)	07/01/1990

M.1. Evaluation Factors for Award

M.1. Evaluation Criteria

Offerors will be evaluated based on both technical and price proposals. Awards will be made based on the best overall value to the Foreign Service Institute (FSI) following the trade off evaluation method.

Proposals will be evaluated based on the following technical factors. Please submit along with your response statement of capabilities and your qualifications including the following evaluation criteria. Basic qualifications must be met.

Factor 1: Quality (Technical)

Provide a coherent proposed technical approach/methodology to perform the required statement of work. Qualifications: Provide resumes of management team and candidates currently available to perform the work associated with this requirement. Resumes for candidates must demonstrate an ability to perform the duties and responsibilities listed in the statement of work. Provide a proposed Project Manager and (alternate) to be named as Key personnel.

Factor 2: Past Performance

Documented successful past performance providing similar types of services.

Provide names and contact information for at least three but not more than five references who can describe and document Contractor's successful past performance.

Factor 3: Price

A contract may be awarded to other than the lowest priced proposal. FSI seeks the best overall value. However, in cases where proposals are technically equivalent or substantially similar, cost or price may become the determining selection factor.

FSI reserves the right to schedule interviews/oral presentations with offerors. These interviews/oral presentations will be at the expense of the offeror.

M.2. Right to Award

The U.S. Government reserves the right to award an Agreement/Contract (whichever is pertinent) from the initial proposal submissions, or to establish a competitive range and award from this listing, with or without initiating discussions/negotiations. The establishment of a competitive range is at the sole discretion of the Contracting Officer.

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

Technical and past performance, when combined, are equally importance to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)