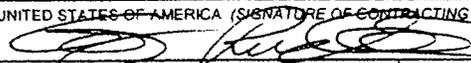


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO. HSCG26-05-X-ME1008	PAGE 1 OF 4
2. CONTRACT NO. 1435-04-05-PO-40691	3. AWARD/EFFECTIVE DATE 03/01/2005	4. ORDER NO. N/A	5. SOLICITATION NO. 1435-04-04-RQ-40691	6. SOLICITATION ISSUE DATE 11/15/2004	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Kimberly Bass	b. TELEPHONE NO. (No collect calls) (703) 787-1397	8. OFFER DUE DATE/LOCAL TIME 11/29/2004 2:00 PM	
9. ISSUED BY U.S. Department of the Interior - GovWorks 381 Elden Street, MS2510 Herndon, VA 20170-4817		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700); 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO See Schedule		CODE	16. ADMINISTERED BY Contracting Office in Block 9 above.		
17a. CONTRACTOR/OFFEROR GPC A Joint Venture Attn: Bob Urban 300 North Lee Street, Suite 201 Alexandria, VA 22314-2640 703-684-2060 x 1013		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY GovPay Electronic Invoice System www.govpay.gov Helpdesk@GovPay.gov	
		DUNS: 603774142 TIN: 541490283			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED SCHEDULE - SECTION I <i>(Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA 5-5B-2500-R57 OC: 252J Obligate: \$ 291,262.14 <i>G.R.</i>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) Not To Exceed \$822,908.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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. <input checked="" type="checkbox"/>			29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) GREGORY RUDERMAN		31c. DATE SIGNED 2/28/05
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
			38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YYMMDD)	42d. TOTAL CONTAINERS	

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER 1435-04-05-PO-40961

Scope of Services

The contractor shall provide the full range of services, equipment and support to provide required preventive maintenance, repair and facility support in accordance with the attached Government Statement of Work and the Contractor's Technical Quote dated November 23, 2004 and the revised Price Quote, Memorandum, and attachments dated February 24, 2005. These documents are hereby incorporated by reference into this document with the same force and affect as if included in full text.

I. Base Period of Performance

March 1, 2005 through February 28, 2006.

The Base Year of this purchase order will cover the period from March 1, 2005 through February 28, 2005 and is hereby awarded in the Not to exceed amount of \$822,908.00 and funded in the Not to Exceed amount of \$291,262.14. The remainder of the Base Year funding in the amount of \$531,645.86 and the Option years will be subject to the availability of funds.

This Purchase Order will be Time and Materials with a total Not to Exceed ceiling price of \$4,289,753.00 including Base Year and all Options.

II. First Option Year

March 1, 2006 through February 28, 2007.

Option Year one of this purchase order will cover the period from March 1, 2006 through February 28, 2007 and is Subject to the Availability of Funds.

III. Second Option Year

March 1, 2007 through February 29, 2008.

Option Year Two of this purchase order will cover the period from March 1, 2007 through February 28, 2008 and is Subject to the Availability of Funds.

IV. Third Option Year

March 1, 2008 through February 28, 2009.

Option Year Three of this purchase order will cover the period from March 1, 2008 through February 28, 2009 and is Subject to the Availability of Funds.

V. Fourth Option Year

March 1, 2009 through February 28, 2010.

Option Year Four of this purchase order will cover the period from March 1, 2009 through February 28, 2010 and is Subject to the Availability of Funds.

Wage Determinations

Wage Determination No.	Revision No.	Date
1994-2009	24	08/16/2004
1994-3027	4	08/06/2004
1994-2047	25	06/17/2004
1994-2055	24	08/04/2004
1994-2059	24	06/17/2004
1994-2087	26	07/08/2004
1994-2089	26	06/17/2004
1994-2115	31	08/02/2004
1994-2119	25	06/17/2004
1994-2125	20	05/27/2004
1994-2153	34	09/27/2004
1994-2233	23	08/06/2004
1994-2257	19	06/23/2004
1994-2273	27	06/23/2004
1994-2309	30	08/05/2004
1994-2339	23	06/28/2004
1994-2351	20	08/06/2004
1994-2441	23	08/09/2004
1994-2461	25	10/21/2004
1994-2473	29	08/04/2004
1994-2507	25	08/10/2004
1994-2515	30	08/10/2004
1994-2543	36	11/10/2004
1994-2563	26	09/09/2004
1994-3023	10	08/10/2004
1994-2017	31	0810-2004

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 DAYS.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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 five (5) years.

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT.

As prescribed in 22.1006(c)(2), insert the following clause:

Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe

benefits to the extent that these increases or decreases are made to comply with-

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

ADDENDUM TO SCHEDULE OF SUPPLIES/SERVICES

1. SCOPE

This is a Time and Materials Services contract issued under the franchise authority of the Department of the Interior, Minerals Management Service, and GovWorks. Under the franchise authority, GovWorks provides acquisition support to other federal agencies.

2. PERIOD OF PERFORMANCE

The period of performance of this contract is from date of award for one (1) year with four (4) options not to exceed one (1) year each subject to the availability of funds.

3. PLACE OF PERFORMANCE

The specific place of performance will be identified within the SOW.

4. CONTRACT ADMINISTRATION

The following individual will perform contract administration:

Contracting Officer
GovWorks Division
381 Elden Street, MS 2510
Herndon, Virginia 20170-4817

Copies of all correspondence concerning this contract must be provided to the Contracting Officer at the address stated above.

5. INVOICING

Contractor shall submit invoices to the Contracting Officer at the address indicated above in accordance with FAR 52.212-4(g) Invoice (see section III of this contract).

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEB 2002
(IAW FAR 12.301(b)(3))

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and Subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

End Clause

Addendum to 52.212-4 Contract Terms and Conditions -- Commercial Items

**1. FAR 52.228-5 INSURANCE-- WORK ON A GOVERNMENT INSTALLATION JAN 1997
(IAW FAR 28.310)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

2. INSURANCE AMOUNTS

With respect to Clause 52.228-5 above, the contractor shall acquire and maintain the following amounts of Insurance.

(a) Workman's compensation insurance, or equivalent coverage, as required or prescribed by law, with minimum employer liability limit of \$100,000 for accidental bodily injury or death, or for occupational disease.

(b) Comprehensive general liability with minimum limits of \$500,000 per occurrence.

(c) Automobile liability with minimum limits of \$200,000 per person and \$500,000 per accident or occurrence for bodily injury and \$20,000 per accident or occurrence of property damage.

3. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable under the terms of this contract.

For the purpose of this, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including: (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance and other physical, design or functioning characteristics of a hardware or software package or system or installation date, (2) any warranty made by the Contractor concerning the characteristics or items described in (1) above made in any publications or specifications accompanying or referred to in a proposal, and (3) any modification of or affirmation or representation as to the above which is made by the Contractor.

The warranty shall not apply to repair required due to the fault or negligence of the Government; however, in the event of any dispute regarding the fixing of responsibility, the Contractor shall not delay the necessary repair.

4. COMMERCIAL WARRANTY

The Contractor shall provide a commercial warranty on all supplies and equipment furnished in accordance with the requirements in the warranty paragraph of the Statement of Work.

5. WARRANTY EXCLUSIONS AND LIMITATION OF DAMAGES

Except as expressly set forth in writing in this agreement, there are no warranties expressed or implied. In no event will the contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, section 2-715. Consequential damages resulting from the seller's breach include:

X Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not be prevented by cover or otherwise; and

X Injury to person or property proximately resulting from any breach of warranty.

6. YEAR 2000 WARRANTY

The Contractor warrants that each product delivered under this contract will be able to accurately process date from, into, and between the 20th and 21st centuries.

7. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN 1999 (IAW FAR 4.603(a))

8. FAR 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH SEPT 2000 AND DEVELOPMENT

Liquidated Damages-Supplies, Services, or Research and Development (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$100.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

9. RESERVED

10. RESERVED

11. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998
(IAW FAR 52.107(a))

The full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/vffar1.htm>

12. 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998
(IAW FAR 52.107(b))

The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/vffar1.htm>

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(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 or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402)
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644)
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6)(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.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3))
- (8)(i) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4))
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-5.

- (9) 52.219-14, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14))
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub.L. 103-355, section 7102, and 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.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 13126).
- (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962 (c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.232-9 (42 U.S.C. 6962 (i)(2)(C)).
- (21) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d)
- (22)(i) 52.225-4, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- (ii) Alternate I (MAY 2002) of 52.225-3.

- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (24) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849)
- (27) 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)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332) (*Effective 01 Jan, 2004*)
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332)
- (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. 1241 Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) 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:

- (1) 52.222-41, Service Contract Act of 1965, as amended (MAY 1989) (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.*).

- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(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 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 to 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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793)
- (v) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

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1.0 BACKGROUND

This Statement of Work (SOW) sets forth the requirements for support of scheduled preventive annual maintenance, spare parts support, and post-deployment inspection, repair, and refurbishment for the Coast Guard owned emergency response equipment at various prepositioned equipment sites. The National Strike Force Coordination Center (NSFCC) is responsible for national oversight of the equipment maintenance program and the implementation and management of a national integrated logistics system for prepositioned equipment.

2.0 OBJECTIVE

A National Maintenance Contract (NMC) will cover scheduled Preventive Maintenance (PM), post-deployment refurbishment and unscheduled repair of equipment at all sites. A comprehensive PM program plays an important role in the upkeep and timely repair of mission critical equipment. Without adequate maintenance support, it is uncertain that the equipment will be consistently reliable for response deployment.

3.0 SCOPE

3.1 Support Requirements:

The NMC preventive maintenance schedule and Associated Prepositioned Site Map provides the current prepositioned sites that will require PM for CY 2005. PM visits are done on a calendar year basis, from the beginning of January to the end of December, to allow for continuous/seamless activity with regard to Contractor support. This is necessary to allow sufficient time for NSFCC to receive the appropriate funding and transfer the funds for Contractor support. The Vessel of Opportunity Skimming System (VOSS)/Spilled Oil Response System (SORS)/Strike Team/Oil Spill Response Technician (OSRT) Training Suite Preventive Maintenance Visit Schedule for CY 2005 is provided (refer to applicable document 3).

The NMC Requirements (applicable document five) provides an overview of the NMC requirements and equipment types. The specific maintenance activities to be supported under this contract include:

- Preventive and interim maintenance (visits, maintenance requirement card development)
- Casualty repairs (CASREPS)
- Design/installation of equipment engineering modifications (MEPALTS)
- Refurbishment after use in an incident
- Spare parts inventories
- Configuration management/Life cycle costs (standard packaging arrangements, database management)
- Quality Assurance support
- Technical support to Coast Guard Teams
- Technical support to other Homeland Security Units (to be identified by the COTR as required)

This contract will cover performance of any unexpected repairs discovered during PM visits, after the Contracting Officer's Technical Representative's (COTR) approval of an estimate, and other related work in support of the overall program, such as; upgrade of tools and purchase of additional support equipment.

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3.2 The U.S. Coast Guard Prepositioned Response Equipment Maintenance Manual, dated January 1998 provides detailed equipment types, specifications, and maintenance requirements per system component. The WLB SORS components mirror the VOSS components with few differences. Refer to applicable documents 6 through 9.

3.3 The maintenance contract will include scheduled maintenance requirements, unscheduled repairs, as well as standardization of Marine Environmental Protection Equipment Alteration (MEPALT) installations and casualty repairs (CASREPS). The national maintenance Contractor at each site will complete preventive maintenance. When required and approved by the COTR, post-deployment refurbishment, major equipment repairs (unscheduled and CASREPS), and alterations may be completed at the Contractors' facility or other facility when determined to be more cost effective. (Refer to applicable documents 10 and 11). Repairs are identified either during an annual PM visit or a CASREP; (refer to applicable document 12) for an example of a typical CASREP (casualty report). Each repair requires an individual cost estimate and a date for completion of repairs once identified. Repairs should be scheduled during normal working hours (not as overtime for personnel except when authorized by the COTR) and be completed in less than 30 days from tasking approval. When required by the COTR, refurbishment or unscheduled repairs represent additional costs beyond the funding provided for scheduled PM site visits. ↙

3.3.1 A three-tier spare parts system will support the prepositioned equipment. All spares purchased under this contract will be considered Government Furnished Equipment (GFE). Level 1 parts are contained within the equipment response containers and include immediate use parts such as belts, filters, and hoses. Level 2 parts are maintained at the three Strike Teams and maintenance Contractor sites to support extended use situations and include items such as injectors, spare skimmer out-riggers, boom, and pumps. Level 3 parts are overhaul type items. All Level 3 parts will be maintained at the Contractors' facility for national distribution when required (refer to applicable document 13).

3.3.2 The NMC provides for post-deployment cleaning, inspection, and repair by the Contractor. This will include equipment used during a training exercise. For this reason, the NSFCC will coordinate all training exercise schedules with Coast Guard District offices to reduce maintenance and repair costs for associated equipment. Following each use, the determination will be made either to return the equipment to its prepositioned site, if satisfactory, or deliver it for depot cleaning and repair prior to return.

3.3.3 Incident response requires a prearranged plan to effect equipment movement, setup, operation, demobilization, and return to operational ready-for-use/ready-for-issue status. The NSFCC may call the NMC Contractor to determine if post-operational preventive maintenance should be conducted at the prepositioned site or whether requirements dictate that the equipment be transported to another site for in-depth cleaning, refurbishment, repair, and repackaging before returning it to ready status. If required, arrangements shall be made to acquire services for cleaning on-site before shipping equipment. Cleaning and repair following an actual emergency response will normally be charged against a Federal Project Number (oil spills) or CERCLA Project Number (hazardous material releases).

3.3.4 The Contractor shall maintain an information management system that will track equipment by packaging, quantities by individual type/system and maximum systems available. The information management system will also track the following: drawings, part numbers, PM requirements, spare part requirements, all associated costs, MEPALTS, CASREPS, equipment locations, and readiness status.

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3.4 Applicable Documents:

All applicable documents are provided as attachments.

- (1) Section 5.C - Support Resources – of Volume IX of the Marine Safety Manual - the U.S. Coast Guard Commandant Instruction Manual M16000.14, dated 25 August 1997;
- (2) The Spilled Oiled Recovery System, Non-Fixed Equipment Support Memorandum of Understanding (MOU), dated May 1998;
- (3) VOSS/SORS Preventive Maintenance Visit Schedule for CY 2005;
- (4) VOSS/SORS Prepositioned Equipment Site Maps;
- (5) NMC Requirements;
- (6) U.S. Coast Guard Prepositioned Response Equipment Maintenance Manual, dated January 1998;
- (7) Spilled Oil Recovery System (SORS) Operating and Maintenance Manual dated April 2002;
- (8) The National Strike Force (NSF) Resource Manual dated April 2004;
- (9) U.S. Coast Guard Equipment Inventory & MRC Spreadsheets;
- (10) The U.S. Coast Guard Commandant Instruction Manual M3501.3E - Casualty Reporting (CASREP) Procedures (MATERIEL), dated 11 December 1995;
- (11) The U.S. Coast Guard Commandant Instruction 16451.6 - Standardization of Alterations to Marine Environmental Protection Equipment (MEPALTS) and Major Maintenance Funding Requirements dated 10 September 1993;
- (12) CASREP from Atlantic Strike Team;
- (13) Government Furnished Equipment Inventory Listings.
- (14) After Action Report Template.

4.0 SPECIFIC TASKS

The Contractor will be directly responsible for ensuring the accuracy, timeliness and completion of all tasks assigned under this contract.

0001

4.1 Facility Requirements: Available East and West Coast facilities should be of sufficient size to provide an area for storage of Level 1, 2, and 3 parts and an area sufficient to conduct PM, unscheduled repairs, refurbishment, and cleaning of equipment as required (includes heavy lifting and support equipment). The West coast facility will not be staffed and will be strictly storage/work space for one 42 ft by 8 ft by 13 ft trailer and a minimum of 1,000 sq ft of inside storage space for miscellaneous spare parts. The East Coast facility shall be physically located within 110 miles of the Strike Force Coordination Center, Elizabeth City, NC with a total of 10,000 square feet of warehouse/office space. It shall be equipped with 9,000 square feet of warehouse space with a minimum ceiling height of 12 to 14 feet and equipped with a 10 foot wide by 12 to 14

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foot high roll-up door for forklift access to the warehouse. It shall include adequate office space for two offices (approximately a total 1,000 square feet). The office space shall be equipped with desks, chairs, bookshelves, file cabinets, miscellaneous office supplies, and at least two telephones with access to outside lines. The location shall include sufficient outside yard space to house/store CG GFE (three 48 ft trailers and three 7 ft by 9 ft conex boxes). Contractor shall provide facility standard operating procedures to include safety, security, quality assurance, and quality control requirements.

0002

4.2 Preventive Maintenance Requirements:

Qualified facility staff shall be provided. Personnel shall be very familiar with industry and Coast Guard oil spill equipment inventories, have demonstrated knowledge of equipment through evidence of equipment deployments, and performed maintenance on similar oil spill equipment types. Expected level of effort includes: site visits ranging from 5-7 days per site and up to 10-hour workdays. Personnel shall consist of 3 full-time and 2 part-time individuals or an average of 4 full-time personnel. Skill sets for these personnel may include specific labor categories of Program Manager, Engineer, Lead Technician, Mechanics, Rigger/Welder, and Administrative/Supply staff.

4.2.1 Logistical and Administrative Support. Provide necessary management, engineering, logistical, and administrative support as required.

4.2.2 Hazardous Materials Handling. Staff shall be knowledgeable and certified (or can attain certification) in hazardous materials handling and transportation certification load requirements (over-the-road, DOD air and commercial air shipments). The Contractor will be responsible for the proper documentation and disposal of all generated hazardous waste in accordance with all local, state, and federal government regulations.

0003

4.3 Documentation Development Requirement:

The Contractor will be required to develop and provide documentation for work under the contract. Records created by the Contractor while working for the Coast Guard belong to the federal government and must be maintained per COMDINST M5212.12. Development may include writing additional Maintenance Requirement Cards (MRCs), equipment after-action reports, engineering equipment analyses, technical maintenance manuals, equipment reference material, power point presentations, standard operating procedures and maintain/develop a computerized inventory, history tracking database. The NSFCC COTR will provide specific tasking as required.

0004

4.4 CASREP and MEPALT Procedure Requirement:

When pollution response equipment breaks down, the custodian of that equipment is required by USCG policy to report the casualty by official message to USCG Headquarters (G-SEC-2) and USCG NSFCC. USCG NSFCC COTR, upon gaining knowledge that a casualty has occurred will; (1) communicate with the custodian to clarify extent/nature of the casualty, (2) communicate with G-SEC-2 regarding funding requirements, and source of repair (if minor, Strike Team may perform repairs), and (3) direct the NMC Contractor to provide a cost estimate for parts and/or labor to effect repairs (Include any anticipated shipping costs). If the Contractor is to affect repairs, order parts, or arrange for shipping, the NSFCC COTR will notify NMC Contractor of repair tasking and inform MMS CO that additional funding will be provided. MEPALT's are promulgated by USCG Headquarters (G-SEC-2).

The NSFCC COTR may request cost estimates (for labor, ordering/shipping parts/kits). Upon receipt of cost estimate from the NMC Contractor, the COTR will communicate that cost to G-SEC-2. If G-SEC-2 plans to use the NMC Contractor support to complete a MEPALT, they will provide the appropriate level of funding to the NSFCC to support all anticipated NMC Contractor

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costs. The COTR will then notify the NMC Contractor of alteration tasking and inform the MMS CO that additional funding will be provided.

5.0 DELIVERABLES / DELIVERY SCHEDULE

5.1 Period of Performance:

The period of performance for this contract is anticipated to be a maximum of twelve (12) months from date of contract award for the Base Period, 01 January 2005 through 31 December 2005. This order includes four (4) option periods, which may be unilaterally exercised by the Government and shall not exceed one year each in duration. All terms and conditions applicable to the base period shall extend to the option periods unless otherwise agreed upon. The Contractor shall deliver the products and services of this contract in a timely manner and in accordance with the schedule indicated below under 5.2 Activity and Deliverable Timetable. The schedule may be amended depending upon final selection of the project sites and the logistics involved in undertaking the intended field work.

5.2 Activity and Deliverable Timetable:

Deliverable products shall be submitted to the addresses shown in Section 5.10, in accordance with the following schedule:

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Item #	Description	Section #	Distribution	Prior Approval Required	Draft Due Date	Final Due Date
1	Initial Kick-Off Meeting	N/A	N/A	N/A	N/A	5 days after award
2	Project Management Plan	5.1	COTR- One (1) copy MMS CO- One (1) copy	No	Due with proposal	10 days after award
3	Documentation Development	4.2	COTR – One (1) copy	Yes	As required	As required
4	After Action Report (AAR)	N/A	COTR – One (1) copy	No	15 days after maintenance activity	Thirty (30) days after maintenance activity. (This includes scheduled visits, CASREPS, MEPALTS, and Refurbishment visits)
5	Monthly Expenditure Report	5.2	COTR- One (1) copy MMS CO- One (1) copy	No	N/A	Within 10 calendar days after the end of the month
6	Contractor Report Government Property	N/A	COTR- One (1) copy MMS CO- One (1) copy	No	N/A	Annually (Sep 15)
7	Final Report	5.3	COTR- One (1) copy MMS CO- One (1) copy	No	30 days prior to the end of the contract	End of contract

5.3 Project Management Plan:

The Contractor shall prepare a Project Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements for this effort. The Project Management Plan shall detail the products, methods for developing the products, allocation of staff and other resources necessary to produce the products and a revised timeline for producing the products, if necessary. The COTR shall receive the revised Project Management Plan in both hard copy and electronic form, Microsoft Word. Based on the Project Management Plan, the COTR will provide approval to move forward on activities planned. The Contractor shall request prior approval on all activities not included in the plan or any modifications to the plan after approval has been given (draft due with proposal/final due 10 days after award).

5.4 Documentation Development:

The COTR may on occasion require the development of technical documents concerning the design, modification, and alteration of emergency response equipment systems.

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6.0 INSPECTION AND ACCEPTANCE CRITERIA

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COTR.

6.1 General Acceptance Criteria:

General quality measures as set forth below will be applied to each work product received from the Contractor under this statement of work.

- **Accuracy** - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- **Clarity** - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- **Consistency to Requirements** - All work products must satisfy the requirements of this statement of work.
- **File Editing** - All text and diagrammatic files shall be editable by the Government.
- **Format** - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- **Timeliness** - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

7.0 TRAVEL

Travel associated with the performance of site visits must conform to the current Federal Travel Regulations (FTR). Travel expenses invoiced to the Government will be in accordance with FTR; expenditures that exceed the FTR will not be reimbursed by the Government. Refer to applicable document three (3) for detailed information on scheduled visits. Ordinarily, two (2) – five (5) Contractor personnel attend each preventive maintenance site visit.

8.0 OTHER DIRECT COSTS (ODCs)

ODC's may be required for this task. After award, all ODC's shall receive government COTR approval prior to funds being expended. The Contractor should include Other Direct Costs in their cost proposal to cover any costs associated with local travel and/or other direct costs which may include upkeep of office, security systems, support equipment rentals not associated with a specific site, and upkeep of the warehouse.

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9.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) / INFORMATION (GFI)

9.1 **Government Furnished Equipment (GFE):**

Equipment provided by the Coast Guard will be considered "Government Furnished Equipment" (GFE). The Contractor may purchase equipment if required by the NSFCC. Purchased equipment becomes GFE to be kept at the NMC Contractor facility(s). GFE includes all special tools (all CONUS/OCONUS locations to perform PM), spare parts, and miscellaneous components. Additional GFE includes all office equipment, equipment records, files, and database records to date. The Contractor will be expected to house, maintain, and provide shipping requirements for GFE PM tools, spare parts and miscellaneous components at the various locations where GFE PM support equipment is stowed and shall submit annual property reports to the government property custodian not later than September 15 of each year. The Contractor's report shall be submitted on Form DOT F 4220.43, Contractor Report of Government Property. Applicable document 13 is a compilation of GFE inventories at various locations throughout the United States (CONUS & OCONUS). The Contractor shall have full access to GFE and software to perform the duties on the project while performing duties in government space. The Government shall furnish the computer hardware, software, and supporting GFE materials and facilities, as required, in support of the tasks requested in this task order.

9.2 **Government Furnished Information:**

As determined by mutual agreement, the Government will provide additional property that may be required in the performance of this effort.

The Contractor shall be furnished current task working papers, project descriptions, program briefing material and other pertinent information, and other documentation or material required to carry out the tasks described hereunder.

At the request of the Government, or at the completion of this effort, the Contractor shall immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the Contractor to use to complete this effort.

Upon commencement of this effort, unless otherwise indicated, the Government will provide the following property to the Contractor

10.0 PLACE OF PERFORMANCE

10.1 **VOSS/SORS/Strike Team Equipment Sites:** The majority of the work will be performed at various CONUS and OCONUS locations as identified in applicable document number three (3).

11.0 CONTRACT TYPE Time and Materials

12.0 SECURITY

Contractor staff will need to be able to gain entry onto military installations, and other secure facilities. This will necessitate members to be eligible to obtain some level of security clearance.

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13.0 DATA USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION

The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. The Contractor shall provide information only to employees, Contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

If public information is provided to the Contractor for use in performance or administration of this effort, the Contractor except with the written permission of the Contracting Officer may not use such information for any other purpose. If the Contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the Contractor will consult with the COTR regarding use of that information for other purposes.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records that are not public information. Each offeror or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor that is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at not cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor. All data received, processed, evaluated, loaded, and/or created as a result of this delivery order shall remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

14.0 Contract Personnel

14.1 Contracting Officer:

Department of the Interior/GovWorks
Procurement Operations Branch
381 Elden Street, MS2500
Attn: Gregory Ruderman
Herndon, Virginia 20170-4817
(703) 787-1821 – Voice
(703) 787-1009 or 1387 – Fax
Email – Greg.Ruderman@mms.gov

14.2 Contract Administration:

Department of the Interior/GovWorks
Procurement Operations Branch

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381 Elden Street, MS2500
Attn: Kimberly Bass
Herndon, Virginia 20170-4817
(703) 787-1329 – Voice
(703) 787-1009 or 1387 – Fax
Email – Kimberly.Bass@mms.gov

15.0 INVOICING

15.1 Time and Materials: The Contractor shall develop a payment schedule based on deliverables, and will be reviewed by both the COTR and Contracting Officer. The Contractor shall bill monthly. An original and one (1) copy shall be sent to the Contracting Officer and one (1) copy shall be sent to the COTR (See addresses in Sections 5.10 and 14.0.) Invoices shall clearly identify hours, rates and materials charged during the period. For each individual, invoices must include the following information:

- Name
- Time Period Covered
- Productive Direct Labor Hours
- Labor Category
- Hourly Rate (Also identify if the employee is being paid an overtime rate.)

Invoices will be paid upon approval and acceptance by the Government COTR. Direct all Invoice and Invoice Inquires to Invoice Team at

703-787-1200 or Invoices@Govworks.gov

15.2 Method of Payment:

Treasury regulations require that all payments must be made electronic transfer. In order to accomplish this, Contractor shall provide to the Contracting Officer within seven (07) days after the award, the information required in FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment.

15.3 Payment Due Date:

15.3.1 Payments under this contract will be due 30 calendar days after the date of actual receipt of a proper invoice in the office designated to receive the original invoice or final acceptance of the goods or service, whichever is later.

15.3.2 The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications Systems shall be the date payment is made.

16.0 OTHER ADMINISTRATIVE CONSIDERATIONS

16.1 Hours of Work:

Hours of work (start/stop times) are flexible. The on-site daily work period shall not exceed 10 hours without prior authorization from the COTR. Work will be conducted Monday-Sunday, as scheduled, and includes work on Federal Holidays. The office/warehouse daily work period shall not exceed 8 hours without prior authorization from the COTR. Work will be conducted Monday-

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Friday, excluding Federal Holidays. The COTR and the Contractor must mutually agree upon all deviations to this schedule not mentioned herein. Work conducted outside these hours will have to be conducted at the Contractor's site or may be negotiated by the Project Task Leader with the COTR.

16.2 Productive Labor Hours:

The Contractor can only charge the Government for "Productive Direct Labor Hours", defined as those hours expended by Contractor personnel in performing work under this contract. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave.

16.3 Federal Holidays:

The following Federal holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

16.4 Contract Management:

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this contract. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

16.4.1 Project Manager, CO, and COTR Meetings

The Contractor's Project Manager shall meet with the COTR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/ Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

17.0 CENTRAL CONTRACTOR REGISTRATION (CCR) – NEW CONTRACTS

The Department of the Interior has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. Accordingly, the following requirements apply to this effort.

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

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

"Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling)

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business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.

"Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4, if applicable, is in the CCR database; the DUNS number has been validated; and all edits have been successfully completed.

- (b) (1) By submission of an offer, the offeror acknowledges the requirement that it must be registered in the CCR database prior to contract award, during performance, and through final payment of any task order resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award of a Department of the Interior task order.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Following the Contractor's initial registration in CCR and receipt of any Department of the Interior award of a contract, purchase order, delivery order, task order, basic agreement, basic ordering agreement, or blanket purchase agreement, the Contractor must directly notify the Contracting Officer of any of its changed mandatory business data in CCR within three business days of the change. (See the CCR Handbook at www.ccr.gov for the current mandatory registration data fields, or contact the CCR Assistance Center at 888-227-2423 or 616-961-4725.)
- (e) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov>, from the Defense Electronic Business Program Office (Defense e-Business) at contact.ccr@us.pwcglobal.com, from the CCR Assistance Center at 888-227-2423 or 616-961-4725, from the Defense Logistic Information Service at dliis_support@dliis.dla.mil.
- (f) Contractors such as some consultants and sole proprietorships that are small firms that would otherwise have no use for a Dun & Bradstreet (D&B) number may use an alternative D&B registration method. If needing a D&B number principally for CCR registration, such a Contractor should call D&B toll-free at 800/546-0024, and clearly state that it is a very small business and simply needs a DUNS number for the purpose of CCR registration.
- (g) The Office of Management and Budget has instructed all federal agencies to adopt use of the Central Contactor Registration system as a single, government-wide system for storing contractor procurement and payment information. The CCR was developed by the Department of Defense and has been in use there since 1998.

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- (h) When registering in the CCR, vendors need to be ready to provide the following information about their companies. (Mandatory fields are marked *.)

General Information:

- | | |
|---|--|
| *Data Universal Numbering System (DUNS) Number
CAGE Code (one will be assigned if you do not have one) | *City, State, Zip
*Country |
| *Legal Business Name and Doing Business As (DBA) | Mailing Address Information |
| *US Federal TIN | *Date Business Started |
| Division Name and Number (if registering as part of a larger organization) | *Fiscal Year End Close Date |
| *Physical Street Address 1 | *Average # of Employees and Annual Revenue |
| Physical Street Address 2 | Company Security Level (if applicable) |
| | Highest Employee security Level |
| | Corporate Web Page URL |

Corporate Information:

- *Type of Organization (sole proprietor, corporation, tax exempt corporation, government, etc)
- *Business Types (more detailed categories similar to above)
- Minority Owned Business Specific Types

Goods/Services:

- *North American Industry Classification System (NAICS) Codes
- *Standard Industrial Classification (SIC) Codes
- Product Service Codes (PSC Codes) - for services
- Federal Supply Classification Codes (FSC Codes) - for products

Financial Information:

- | | |
|---|--------------------------------|
| EFT information - | |
| *Financial Institution | *Automated Clearing House |
| *ABA Routing Number | *Remittance Information |
| *Account Number, Type, & Lockbox Number | *Accounts Receivable contact |
| *Authorization Date | *Credit Card accepted (yes/no) |

Point of Contact:

- | | |
|-----------------------------|-------------------------|
| *Primary CCR contact person | Government Business POC |
| *Alternate Contact | Past Performance POC |
| | Electronic Business POC |

Electronic Data Interchange (EDI)

EDI Contact Information

The CCR web site includes more detailed instructions for each data element and information on how to obtain a DUNS number. You must have a DUNS number before you can register.