



CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA

**U.S. Consulate General,  
Karachi, Pakistan.  
Date: February 16, 2018**

Prospective Quoter

Subject: Request for Quotations number 19PK4018Q5003 for Annual Preventive Maintenance Services for BME Contract for Building Automation System at U.S. Consulate General, Karachi Pakistan.

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

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

Quotations are due by **March 06, 2018 latest by 1500Hrs PST.**

In order for a quotation to be considered, you must also complete and submit the following:

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

Direct any questions regarding this solicitation to **Kellie Reifstenzel** by letter or by telephone 92-213-527-0000 during regular business hours.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kellie Reifstenzel'.

**Kellie Reifstenzel**  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>	1. REQUISITION NUMBER <b>PR6955958</b>	PAGE 1 OF 68
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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>19PK40-18-Q5003</b>	6. SOLICITATION ISSUE DATE <b>February 16, 2018</b>
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7. FOR SOLICITATION INFORMATION CALL	a. NAME <b>Kellie Reifstenzel</b>	b. TELEPHONE NUMBER <b>92-213-527-0000</b>	8. OFFER DUE DATE/LOCAL TIME <b>March 06, 2018/ 1500 hours</b>
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9. ISSUED BY <b>Contracting Officer U.S. Consulate General Karachi, Pakistan</b>	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT	13a. THIS CONTRACT IS A RATED ORDER 13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVER TO: <b>Contracting Officer U.S. Consulate General Karachi, Pakistan</b>	Code	16. Administered by:
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17.a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY <b>Financial Management Officer (FMO) Contracting Officer U.S. Consulate General Karachi, Pakistan</b>
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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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Base Year Price, First Option Year Price,	01	Year		
2.	Second Option Year Price	01	Year		
3.	Third Option Year Price	01	Year		
4.	Fourth Option Year Price	01	Year		

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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 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.	<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>02</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 type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED

**Kellie Reifstenzel**

AUTHORIZED FOR LOCAL REPRODUCTION  
IS NOT USABLE

Computer Generated

**STANDARD FORM 1449** (REV3/2005) PREVIOUS EDITION

Prescribed by GSA - FAR (48 CFR) 53.212

PREVIOUS EDITION IS NOT USABLE Computer Generated	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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

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**SECTION 1 - THE SCHEDULE**

**CONTINUATION TO SF-1449  
RFQ NUMBER 19PK40-18-Q5003  
PRICES, BLOCK 23**

**1.0 DESCRIPTION:**

The U.S Consulate General in Karachi requires preventive maintenance (PM) services at the unclassified clearance level, to provide PM Services under BME Contract for Building Automation System at the U.S. Consulate General Compound. These services shall result in all systems being serviced under this agreement being in good operational condition when activated.

**1.1. TYPE OF CONTRACT**

This is a firm fixed price contract. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

**I. PERFORMANCE WORK STATEMENT**

The purpose of this firm fixed price contract for PM Services under BME Contract for Building Automation System for a one year period from the date of contract award, with four one-option year in accordance with Statement of work.

**2.0 PRICING**

**2.1 Base Year (April 01, 2018 to March 31, 2019)**

The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated above and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are;

Line Item	Description	Annual Price USD	Unit of Measure	Annual Total in USD
1	Preventive Maintenance for Building Automation System (BAS) as per SOW and Equipment		Per Annum	
2	Travel and freight expenses.		Per Annum	

**Annual Gross Total \_\_\_\_\_**

## 2.2 Option Year I (April 01, 2019 to March 31, 2020)

The Contractor shall provide the services shown below for option year I, starting from the date stated above and continuing for a period of 12 months on yearly base.

Line Item	Description	Annual Price USD	Unit of Measure	Annual Total in USD
1	Preventive Maintenance for Building Automation System (BAS) as per SOW and Equipment		Per Annum	
2	Travel and freight expenses.		Per Annum	

**Annual Gross Total in US\$** \_\_\_\_\_

## 2.3 Option Year II (April 01, 2020 to March 31, 2021)

The Contractor shall provide the services shown below for option year II, starting from the date stated above and continuing for a period of 12 months on yearly base.

Line Item	Description	Annual Price USD	Unit of Measure	Annual Total in USD
1	Preventive Maintenance for Building Automation System (BAS) as per SOW and Equipment		Per Annum	
2	Travel and freight expenses.		Per Annum	

**Annual Gross Total in US\$** \_\_\_\_\_

## 2.4 Option Year III (April 01, 2021 to March 31, 2022)

The Contractor shall provide the services shown below for option year III, starting from the date stated above and continuing for a period of 12 months on yearly base.

Line Item	Description	Annual Price USD	Unit of Measure	Annual Total in USD
1	Preventive Maintenance for Building Automation System (BAS) as per SOW and Equipment		Per Annum	
2	Travel and freight expenses.		Per Annum	

**Annual Gross Total in US\$** \_\_\_\_\_

**2.5 Option Year IV (April 01, 2022 to March 31, 2023)**

The Contractor shall provide the services shown below for option year III, starting from the date stated above and continuing for a period of 12 months on yearly base.

Line Item	Description	Annual Price USD	Unit of Measure	Annual Total in USD
1	Preventive Maintenance for Building Automation System (BAS) as per SOW and Equipment		Per Annum	
2	Travel and freight expenses.		Per Annum	

**Annual Gross Total in US\$ \_\_\_\_\_**

**2.4 GRAND TOTAL ESTIMATED CONTRACT AMOUNT**

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

Base Year \_\_\_\_\_  
 Option Year I \_\_\_\_\_  
 Option Year II \_\_\_\_\_  
 Option Year III \_\_\_\_\_  
 Option Year IV \_\_\_\_\_

**Grand Total for Base + Option Year: \_\_\_\_\_**

**2.5 NOTICE TO PROCEED**

After Contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of Contract award unless the Contractor agrees to an earlier date) on which performance shall start.

**VALUE ADDED TAX.**

Since Value Added Tax (VAT) is not levied in Pakistan so should not be applicable to this contract and shall not be included in the CLIN rates.



CONTINUATION TO SF-1449,  
RFQ NUMBER **19PK40-18-Q5003**  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1 . The United States Consulate General Karachi requires services at the unclassified clearance level, to provide BAS maintenance services at U.S. Consulate General, Karachi.

**SUPPLIES / SERVICES**

B.1.1 This request is for technical services required for the proper care and maintenance of Building Automation Systems (BAS). A Contract shall be awarded for Work at a Firm Fixed Price plus Actual Reimbursable Expenses based on the requirements identified in "Section C - STATEMENT OF WORK".

B.1.2 This contract is for technical services only. This request precludes the requirement for the contractor to purchase materials or equipment for the BAS including, but not limited to, such items as control components, equipment replacements, cabling, software and computers or related elements. Provisions for such items, if they are deemed to be required, must be coordinated through the Contracting Officer's Representative (COR) where actions will be taken, through other contracting mechanisms, to acquire these components.

**B.2 SCHEDULE OF PRICES**

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

B.2.2 The period of performance is one (1) year as of the date of the Contracting Officer's (CO) signature for the base contract year, with anywhere from one (1) to four (4) additional one (1) year option periods, to be exercised at the sole discretion of the Government.

B.2.4 The Contractor shall furnish all equipment, supervision, supplies, services necessary comply with all U.S. OSHA standards, laws, and regulations as specified in the Contract Documents. All work shall be subject to the terms and conditions of this contract. The Contractor shall also furnish all equipment, supervision, supplies, services, and materials necessary to perform the work required for the proper preventative maintenance efforts identified in "Section C - STATEMENT OF WORK". The cost proposal will include the following details for the base year and the option years:

**B.4 DELIVERABLE ITEMS AND PRICES**

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

The Contractor shall complete all work and services under this contract within the period of time specified. Subsequent contract terms which extend beyond the Base year will be extended at the sole discretion of the Government. The Contractor will not proceed with option year services unless officially authorized by the CO through a fully funded contract.

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

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

B.5.3 In connection with authorized travel, the following items are to be on a fixed price basis which will require a receipt for reimbursement:

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

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

## B.6 COST OF SUPPLIES

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

## B.7 GOVERNMENT-FURNISHED PROPERTY

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

## B.8 PRICES

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

B.8.2 If any subcontractors are utilized, they shall provide the required disciplines necessary to properly execute the defined PM efforts.

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

## SECTION C – STATEMENT OF WORK

### C.1 GENERAL

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

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

C.1.2.1 The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration. The BAS PM work required shall include, but is not limited to: Preventative Maintenance; Investigation & troubleshooting; Adjustments; and Trend & Alarm configuration. These PM Services shall result in all systems serviced under this agreement being in good operational condition when the work is completed.

C.1.2.2 BAS PM Services shall be performed on the BAS installed in and/or serving the General Work Areas (GWA) & Public Access Areas (PAA) of the Post.

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

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

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

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

### C.2 SCOPE OF WORK

#### C.2.1 BUILDING AUTOMATION SYSTEMS TO BE SERVICED

C.2.1.1 General: The Contractor shall provide all necessary managerial, administrative and direct labor personnel as well as all transportation, tools, instrumentation, equipment and supplies required to perform the BAS Preventative Maintenance (PM) Services defined in this Scope of Work (SOW). The Contractor shall provide the services of qualified, trained, manufacturer certified technicians to perform the required BAS PM services.

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

(a) BAS #1 (NOB and GSX)

- (1) Manufacturer of the BAS: Schneider Electric
- (2) Name of BAS System Product Line: NIAGRA AX/G3
- (3) BAS Software Name and Version Number: TAC I/A Series Niagara frame work Version 3.8.38
- (4) BAS Communication Network Type(s) Used: LonWorks & BACnet
- (5) Quantity and Type of BAS components Installed:

- (i) Operator Work Stations (OWS): 1
- (ii) Building Controllers (BC): 4
- (iii) Advanced Application Controllers (AAC): 30
- (iv) Application Specific Controllers (ASC): 150

(6) Estimated Quantity of Hardware Points in BAS:

- (i) BC and AAC Points: 350
- (ii) ASC Points: 1500

(b) BAS #2 (CAA Restricted)

- (1) Manufacturer of the BAS: Schneider Electric
- (2) BAS System Product Line Name: NIAGRA AX/G3
- (3) BAS Software Version: TAC I/A Series Niagara frame work Version 3.8.38
- (4) BAS Communication Network Type: LonWorks & BACnet
- (5) Quantity and Type of BAS components Installed:

- (i) Operator Work Stations (OWS): 1
- (ii) Building Controllers (BC): 1
- (iii) Advanced Application Controllers (AAC): 10
- (iv) Application Specific Controllers (ASC): 40

(6) Estimated Quantity of Hardware Points in BAS:

- (i) BC and AAC Points: 160
- (ii) ASC Points: 240

(c) BAS #3 (CAA Core)

- (1) Manufacturer of the BAS: Schneider Electric
- (2) BAS System Product Line Name: NIAGRA AX/G3
- (3) BAS Software Version: TAC I/A Series Niagara frame work Version 3.8.38
- (4) BAS Communication Network Type: LonWorks & BACnet
- (5) Quantity and Type of BAS components Installed:

- (i) Operator Work Stations (OWS): 1
- (ii) Building Controllers (BC): 0
- (iii) Advanced Application Controllers (AAC): 0
- (iv) Application Specific Controllers (ASC): 25

(6) Estimated Quantity of Hardware Points in BAS:

- (i) BC and AAC Points: 0
- (ii) ASC Points: 150

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

(a) Chilled Water System (Primary/Secondary Variable Flow Type):

- (1) Water Cooled Chillers – Quantity 2
- (2) Primary Chilled Water Pumps – Quantity 2
- (3) Secondary Chilled Water Pumps – Quantity 2
- (4) Condenser Water Pumps – Quantity 0
- (5) Cooling Towers – Quantity 0
- (6) Water Treatment Systems – Quantity 1
- (7) Heat Exchanger – Quantity 0

(b) Backup Chilled Water System (Primary Constant Flow Type):

- (1) Air Cooled Chiller – Quantity 1
- (2) Primary Chilled Water Pumps – Quantity 2
- (3) Water Treatment System – Quantity 1

(c) Heating Hot Water System (Primary/Secondary Variable Flow Type):

- (1) Boilers – Quantity 0
- (2) Primary Heating Hot Water Pumps – Quantity 0
- (3) Secondary Heating Hot Water Pumps – Quantity 0
- (4) Water Treatment System – Quantity 0

(d) Air Handling Units – Quantity 11

(e) Terminal Units (Single Duct Cooling Only) – Quantity 118

(f) Terminal Units (Single Duct w/Hot Water Reheat) – Quantity 0

(g) Fan Coil Units (Four Pipe) – Quantity 6

(h) Unit Heaters (Hot Water Type) – Quantity 0

(i) Computer Room Air Conditioning Units (Cooling Only) – Quantity 2

(j) Domestic Water Filtration System (Monitoring Only) – Quantity 1

(k) Fuel Oil System (Monitoring Only) – Quantity 1

(l) Domestic Water Treatment System (Monitoring Only) – Quantity 1

(m) Fire Alarm System (Interlocks & Monitoring Only) – Quantity 1

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

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

## C.2.2 BAS PREVENTATIVE MAINTENANCE (PM) SERVICES

C.2.2.1 General: The Contractor shall perform BAS Preventative Maintenance services for the Building Automation Systems indicated. Provide the necessary investigative services to ensure BAS

controls are working as designed and in accordance with documented operating sequences. BAS PM Services shall include, but are not limited, to the following tasks:

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

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

C.2.2.3 Checklist Development:

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

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

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

- (a) Check BAS Communication Network: Validate the network connectivity of all BAS controllers, Operator Work Stations (desktop and laptop computers), Servers, and Network components (repeaters, switches, hubs, etc...). Investigate and remediate any issues found.
- (b) Confirm Time Schedules: Review existing time schedules and validate correct operation based on actual time of day and facility occupancy. Adjust time schedules as needed to reflect the actual occupancy patterns of the buildings at Post.
- (c) BAS Investigation and Troubleshooting: The Contractor shall provide investigation and troubleshooting services for issues related to the BAS as required in this Scope of Work or as requested by the Facility Manager at Post during a PM Services site visit.
  - (1) The Contractor shall review Facility Maintenance logs since the last visit to Post and determine if there are any operational issues which need to be checked.
  - (2) The Contractor shall determine the cause(s) of any problems found with the BAS and determine the repairs / modifications to the BAS that will be needed to correct these problems.
- (d) BAS Trend and Alarm Configuration: The Contractor shall review the BAS Alarm History and Trend log files. Any problems noted from this review shall be investigated.

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

(e) **Review of Post's Spare Part Inventory:** The contractor shall review the Post's spare part inventory during each PM Site Visit and determine what parts need to be procured by Post and update the Spare Part Schedule.

(f) **BAS Backup Retention:** The Contractor shall create a current backup of the data, programming, graphics, settings and license files for each BAS at Post. See section "C.2.6 POST-TRAVEL DELIVERABLES" for further requirements.

(g) **Password Retention:** BAS Username / Backup listings shall be created for each BAS at Post. See section "C.2.6 POST-TRAVEL DELIVERABLES" for further requirements.

**C.2.2.6 Annual PM Activities:** At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this SOW that tasks noted here which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.

(a) **Panel, Controller and Wiring Inspection:**

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

(2) Verify proper voltage at all control transformers.

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

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

(b) **Sensor, Operator and End Device Point-to-Point Checkout:** Hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life. This checkout shall verify that each point indicated in the BAS is the actual physical point connected to the controller and the point is functioning properly. Any discrepancies shall be investigated and adjustments made as necessary so that all sensors monitored and devices controlled by the BAS match the associated points indicated in the BAS and provide the desired functionality.

(c) **Sensor / End Device Calibration Verification:** The calibration of hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life. Where sensors, operators and other end devices are capable of being adjusted, the Contractor shall perform the calibration. Sensors shall be calibrated to within the accuracy range stated in the associated manufacturer's literature. Operators and other end devices shall be adjusted so that the BAS output signal corresponds to operator's or end device's full control range. Where sensors, operators and other end devices are not capable of being adjusted, the Contractor shall note the deviation between actual and measured value for sensors and between actual output function and commanded signal.

(1) The Contractor shall use calibrated instrumentation with a higher accuracy than the sensor, end device or operator being calibrated.

(2) Calibrated instrumentation used shall have been certified by an independent calibration agency within one (1) year of the dates used.

(d) **Confirmation of Sequences:** The Contractor shall review the operation of BAS controlled equipment / systems and confirm that the functionality corresponds with the As-Built Sequences of

Operation. When equipment / systems do not operate as described in the sequences the Contractor shall review the associated programming, sensors, wiring, etc... and determine the cause.

(1) The Contractor shall consult with Facility Maintenance personnel and the Post Facility Manager to determine if functionality that does not correspond with the sequences is legitimate or if it is a deficiency that needs to be corrected.

(2) If it is determined that the functionality discovered is not correct, the contractor shall make adjustments and modify programming as needed to reinstate the functionality described in the As-Built Sequences of Operation.

(e) Replacement of Expendable Sensors / Equipment: Parts for which product data indicates there is a defined operating life expectancy shall be tracked and replaced at the time intervals recommended by the manufacturer. For HVAC applications these will typically include Humidity Sensors, Carbon Monoxide Sensors, Carbon Dioxide Sensors, UPS Batteries, etc... There are other specialty parts that can fall under this category.

(f) Evaluation of BAS: For each BAS at Post, review the system and provide assessment of and recommendations with regard to the condition, level of functionality, age, possible obsolescence, of all or any portion of the system.

(1) BAS Software Assessment: The Contractor shall review BAS software installed on the BAS Operator Work Stations and/or Servers to determine if the software is in need of being upgraded. If the software needs to be upgraded it shall be ascertained if upgrading the software is possible with the current operating system / computer combination. BAS Software that is not of the most current version is not considered in and of itself a justification for upgrading the software. Other factors justifying the need for an upgrade must be presented.

(2) BAS Operator Work Station / Server Assessment: The Contractor shall review the condition of the BAS Operator Work Stations and/or Servers to determine if the hardware is in need of being upgraded or replaced.

(3) Missing BAS Operator Work Stations: Under circumstances where a BAS Operator Work Station is determined to be missing (typically a laptop computer) the Contractor shall determine what hardware / software is needed and inform the Post Facility Manager.

(4) BAS Controller Assessment: The Contractor shall review the various models of BAS controllers installed and determine if any of the controllers are obsolete, are no longer available from the manufacturer and/or are no longer supported by the manufacturer.

(5) See section "C.2.6 POST-TRAVEL DELIVERABLES" for further requirements.

C.2.2.7 Manufacturers' Recommended PM: It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance. This shall be completed in addition to the tasks listed above if there are any discrepancies.

C.2.2.8 Deficiency Reporting: Any and all problems, issues, failures, etc... related to the BAS and/or the equipment / systems controlled and/or monitored by the BAS, discovered by the Contractor while performing any of the PM Services described within the "BAS PREVENTATIVE MAINTENANCE (PM) SERVICES" section of this Scope of Work shall be considered Deficiencies. All Deficiencies (resolved or unresolved) shall be documented in the PM Report, following the criteria described in section "C.2.6 POST-TRAVEL DELIVERABLES".

### C.2.3 SCOPE OF WORK EXCLUSIONS AND PURCHASE ORDERS

C.2.3.1 General: This Scope of Work does NOT include the repair of equipment, the replacement or procurement of parts, controllers or computers, the replacement of BAS systems, software upgrades or re-commissioning of the BAS. Such work, if needed, will be accomplished by separate Purchase Order. This exclusion does not apply if the work (parts and/or services) is to correct damage caused by Contractor negligence.



C.2.3.2 Work outside the scope of PM Services, including repairs, replacement and/or procurement of any parts, must be approved by the Post Facility Manager prior to performance of the work. Non-PM Service work, including procurement and configuration of portable computing equipment that may be required in the performance of PM activities, will be separately priced out by the Contractor for the Government's approval and acceptance as a separate Purchase Order.

C.2.3.3 The Government has the option to accept or reject the Contractor's quote for work outside the PM Services SOW and reserves the right to obtain similar work (parts and/or services) from other competitive sources. If the Contractor proceeds to perform any non-PM Service work (including the repair / replacement of any parts) without Post Facility Manager approval, the Contractor will be performing this work "At-Risk" and the Government will not be obligated to pay for this work or any additional work required to resolve issues arising from this work.

C.2.3.4 When allowed by the Post Facility Manager, the Contractor may utilize Government-purchased spare parts that are maintained at Post if awarded a purchase order for repair / replacement work. Check with the Post Facility Manager to find out what parts are available on hand prior to submitting a proposal to the Government for non-PM Service work.

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

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

## C.2.4 GENERAL DELIVERABLE REQUIREMENTS

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

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

- (a) Drawings and other documents prepared for or used for this work shall become the property of the Government. The Government reserves the right to reproduce, in part or whole, the deliverables for internal Government purposes.
- (b) All Contractor submissions shall be provided as electronic media. No paper submissions are required.

(c) The CDs and/or DVDs on which deliverables are provided shall be labeled with a printed label that indicates the project location, the Contract number, the date, the name of the deliverable(s) that has(have) been burned onto the disk and the classification marking. Multiple deliverable provided on a single disk shall be included in dedicated directories which have been named appropriately. CDs or DVDs which are submitted without a proper label or that have no label but instead hand written information will be rejected without review.

(d) Electronic media documentation shall be submitted in the form of searchable PDF files. These documents shall also be submitted in their native file formats (AutoCAD, Word, Excel, Power Point, etc...).

(1) Any documents generated using Microsoft Office products shall be submitted utilizing Microsoft Office file formats that are backwards compatible with Office 2010.

(2) Any drawings included in the documentation provided shall be submitted utilizing AutoCAD file format (\*.dwg files) that are backwards compatible with AutoCAD 2013.

(3) Electronic media documentation shall be provided on read-only CD or DVD media.

(4) USB thumb drives or other forms of removable, re-writeable media are not allowed.

(5) The quality of electronic media prints and plots will, at a minimum, be 600 dpi.

(6) All documentation shall be provided in the English language.

(7) Numeric values shall be provided in both English and Metric units of measurement.

(e) All drawings will be set up in accordance with OBO A&E Design Guidelines and Criteria. Hard metric units (System International) shall be used. Drawings will be generated in metric (e.g. 1:50, 1:100, 1:200). Drawings will be generated utilizing the DOS-OBO title block and set up to plot on 30" x 42" media. DOS will provide the Contractor with the DOS-OBO title block.

(f) "Classified" documents shall be generated on a "Classified" computer approved by Defense Security Service.

(g) The Contractor shall be responsible for reviewing all documentation generated under the contract against the "Security Classification Guide for the Design and Construction of Overseas Facilities" to ensure appropriate classification, marking and handling. This shall include but not be limited to reports, submittals, drawings, etc. . .

(h) Documentation established to be "Classified" or "Sensitive But Unclassified" (SBU) will need to follow specific classification, storage, and delivery guidelines.

(i) Any deliverables deemed to be "Classified" shall be provided to the Post Facility Manager and OBO/CSFM/FAC/PS "BAS Support" separately from other deliverables, in a manner that meets DOS security requirements.

## C.2.5 PRE-TRAVEL DELIVERABLES

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

(a) PM Service Activity Schedule: A schedule that indicates which PM Service Activities will be performed at each site visit. The schedule shall cover a span of five (5) years.

(1) Each activity shall be split into separate line items for each individual BAS installed at Post.

(2) For activities that are spread out over multiple site visits, each line item will indicate what equipment will be addressed during the specific site visit.

(3) For each site visit over the five (5) year timeline the schedule shall indicate the equipment for which Point-to-Point Checkout and Sensor/End Device Calibration Verification will be performed.

(b) Activity Description List: The activity description list will provide detailed descriptions for each of the PM Services which the Contractor plans to provide. Means and methods the Contractor intends to use for each PM Service shall be included with each description.

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

C.2.5.3 Final PM Service Activity Schedule and Activity Description List: A revised PM Service Activity Schedule and Activity Description List, updated based on actual field conditions, shall be submitted for approval after the completion of the initial PM site visit.

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

## C.2.6 POST-TRAVEL DELIVERABLES

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

(a) PM Activities Performed: A table listing all PM Activities Performed at Post. The table shall include columns for:

- (1) Date PM Activity was performed
- (2) PM Activity that was performed
- (3) Detailed description of Adjustments made, if any
- (4) Date Adjustment was made

(b) Deficiencies: A table listing all Deficiencies found while at Post. The table shall include columns for:

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

(c) Corrective Actions: A section describing the Corrective Actions taken referenced in the Deficiency List. Each Corrective Action Taken shall include the following:

- (1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).
- (2) A clear and detailed description of the Corrective Action Taken.

(i) Indicate if the Deficiency was resolved as part of the PM efforts or if a separate Purchase Order was required to implement the Corrective Action. Append any Purchase Orders to the end of the PM Report along with the associated proposal.

(ii) If the Corrective Action involved revisions to the associated Sequence of Operation, include the revised Sequences.

(iii) If the programming was changed to correctly implement the existing Sequence of Operation, describe the changes that were made to the programming.

(iv) If point or system override(s) were removed or added to the system in order to allow for proper system operation, identify the point(s) or system(s) overrides that were modified and describe the reason for removing or adding the override(s).

- (v) If the Sequence of Operation was modified in order to meet new conditions at Post, describe the changes that were made to the Sequence of Operation.
  - (vi) If the BAS hardware installation was modified, clearly indicate what was changed. (wiring, sensors, end devices, operators, network, controllers, etc...)
- (3) A table listing any parts that were utilized to implement the Corrective Action Taken. (If Applicable) The table shall include columns for:
- (i) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
  - (ii) Quantity Required
  - (iii) Part description
  - (iv) Manufacturer
- (d) Proposed Solutions: A section describing the Proposed Solutions referenced in the Deficiency List. Each Proposed Solution shall include the following:
- (1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).
  - (2) A clear and detailed description of the Proposed Solution.
  - (3) A description of any impact the work will have on Post. (If Applicable)
  - (4) A description of any assistance the Contractor would require from Post to implement the Proposed Solution. (If Applicable)
  - (5) A table listing any parts that would be needed to implement the Proposed Solution. (If Applicable) The table shall include columns for:
    - (i) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
    - (ii) Quantity Required
    - (iii) Part description
    - (iv) Manufacturer
    - (v) Unit Cost
  - (6) A manpower estimate of how much effort would be required to implement the Proposed Solution.
  - (7) A Cost Estimate for the PM Contractor to implement the Proposed Solution at the next scheduled PM Site Visit.
    - (i) If parts that failed or are needed to implement the Proposed Solution are available in the Post's Spare Part Inventory and the Facility Manager permits the Contractor to use the available spare parts, the Contractor shall modify the cost estimate to utilize the spare parts now and procure replacement parts to replenish the Spare Part Inventory later.
    - (ii) If a Post's Spare Part Inventory does not include the appropriate parts or the Post Facility Manager will not allow the use of the Post's spare parts, the Contractor's cost estimate shall include procurement of the parts needed and installation / replacement of the parts during the next PM visit to the Post.
    - (iii) If the Post choses to procure the parts on their own, the Contractor's proposal shall include only the cost to remove parts / install new parts.
- (e) Completed Checklists: A section that compiles all of the signed PM Checklists that were completed during the site visit. All checklists provided shall be complete and clearly legible. Handwritten or document scans that cannot be easily read will be rejected.
- (f) Updated PM Schedule: A copy of the PM schedule, annotated to note what equipment was serviced during the site visit, the dates when all equipment were last serviced and the recommended dates for the next servicing for all equipment.
- (g) Spare Part Schedule: The Contractor shall create a Spare Part Schedule listing the spare parts the Contractor recommends Post keep on site, after the initial PM Site Visit has been completed. The

Spare Part Schedule shall be updated during each subsequent PM Site Visit. [Separate tables shall be provided for the GWA/PAA Space the CAA Restricted Space and the CAA Core Space.] If more than one BAS product line is installed at Post, a separate Spare Parts Schedule shall be provided for each system. Each table shall include columns for:

- (1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
- (2) Recommended quantity to keep in stock
- (3) Actual quantity in stock at Post
- (4) Part description
- (5) Manufacturer
- (6) Supplier, including contact information for ordering parts
- (7) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc...

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

- (1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
- (2) Quantity installed
- (3) Part description
- (4) Manufacturer
- (5) Supplier, including contact information for ordering parts
- (6) Manufacturer's recommended replacement period
- (7) Scheduled replacement date
- (8) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc...

(i) Contractor's PM Staff: A section that identifies the Contractor's staff that was involved in the preparation of deliverables and in providing PM services at Post. This shall include their name, job title, role, contact phone number, email address, and mailing address.

(j) Post Key Staff: A section that identifies the Post Facility Manager and the Facility Maintenance Staff BAS Technician. Include contact information.

(k) FM Staff PM Assistance: A section that identifies any Facility Maintenance Staff at Post that assisted the Contractor in providing PM services.

(l) Test Equipment Calibration Certificates: A section that contains Calibration Certificates for all testing instrumentation used during site visit to calibrate BAS sensors, operators and end devices.

(m) Sensor, Operator and End Device Point-to-Point Checkout Schedule: A multi-year Point-to-Point checkout schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Point-to-Point Checkouts shall be kept in such a manner that a year-over-year change in BAS technicians or PM Contractors will not adversely impact the overall multi-year Point-to-Point Checkout Schedule. These tables shall include columns for:

- (1) Point Name
- (2) Point Address
- (3) Part Description
- (4) Part Number
- (5) Controller Designation
- (6) Controller Network Address
- (7) Controller Terminal Connection Information (Terminal Block/Numbers)

- (8) Part Terminal Connection Information (Terminal Block/Numbers)
- (9) Method by which the Point-to-Point Checkout was performed
- (10) Status after Point-to-Point Checkout: “Good”, “Bad”, etc.
- (11) Date Last Point-to-Point Checkout was performed
- (12) Date of Next Scheduled Point-to-Point Checkout
- (13) Checkbox for each line item to indicate if Point-to-Point Checkout was or was not performed during the site visit.

(n) Sensor, Operator and End Device Calibration Schedule: A multi-year calibration schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Sensor, Operator and End Device Calibration Verification shall be kept in such a manner that a year-over-year change in BAS technicians or PM Contractors will not adversely impact the overall multi-year calibration schedule. These tables shall include columns for:

- (1) Point Name
- (2) Point Address
- (3) Part Description
- (4) Part Number
- (5) Checkbox to indicate if Part can or cannot be calibrated
- (6) Value before calibration
- (7) Deviation from measured/known value before calibration
- (8) Value after calibration
- (9) Deviation from measured/known value after calibration
- (10) Acceptable Deviation Range
- (11) Method by which the calibration was performed
- (12) Manner by which the part was calibrated
- (13) Status after calibration: “Good”, “Questionable”, “Failed”
- (14) Date Last Calibrated
- (15) Date of Next Scheduled Calibration
- (16) Checkbox for each line item to indicate if calibration was or was not performed during the site visit.

(o) BAS Evaluation: A section assessing the condition of each BAS installed at Post. Recommendations shall be included concerning the current level of functionality, BAS obsolescence, and possible needs for upgrades or replacement.

(1) BAS Software Assessment: Recommendations concerning the need for upgrading the software. A description of the effort involved and a cost estimate shall be provided as part of the PM Report if the software needs to be upgraded.

(2) BAS Operator Work Station / Server Assessment: Recommendations concerning the need for upgrading or replacing a BAS Operator Work Station or Server. A description of the effort involved and a cost estimate shall be provided if the hardware needs to be upgraded or replaced.

(3) Missing BAS Operator Work Stations (If Applicable): Recommendations concerning the type of BAS Operator Work Station needed, a description of the effort involved in replacing the missing BAS Operator Work Station and a cost estimate shall be provided.

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

(p) Consolidated Proposed Solutions Cost Estimate: A section that provides an overall combined cost estimate for the Contractor to provide repairs described in the Proposed Solutions for all of the

“Open” Deficiencies described within the PM Report. This cost estimate shall be broken down into parts, labor and travel.

(q) Spare Part Procurement Cost Estimate: A section that provides an overall cost estimate to provide the Spare Parts required by Post. This estimate shall include shipping costs.

(r) Expendable Part Procurement / Installation Cost Estimate: A section that provides an overall cost estimate to provide and replace the scheduled Expendable Parts required by Post. This estimate shall include shipping costs.

(1) When the Expendable Part Replacement Schedule indicates that there are expendable parts due for replacement, the contractor shall provide a proposal to the Facility Manager which lists the expiring parts along with the associated costs to remove the expired parts and to procure and install the new parts. If the proposal is accepted, the expired parts shall be replaced at the next PM visit to Post.

(2) If the Post chooses to procure the parts on their own, the contractor’s proposal shall include only the costs to remove the expired parts and install the new parts.

(s) Report Submission Requirements: The BAS PM Report shall be burned on to CD or DVD media. Two (2) sets of BAS PM Report disks shall be created.

(1) One (1) BAS PM Report disk shall be submitted to the Post Facility Manager.

(2) One (1) BAS PM Report disk shall be sent by the Contractor to OBO/CFSM/FAC/PS - “BAS Support” for funding consideration and record keeping purposes.

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

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

(b) If no electronic media versions of this documentation are available at Post, the Contractor shall scan hard copies of this documentation to create electronic media for submission.

(c) BAS As-Built / O&M Manuals Documents shall be burned on to CD or DVD media. Two (2) sets of disks shall be created for each Building Automation System at Post.

(1) One (1) set of BAS As-Built / O&M Manual Document disks shall be submitted to the Post Facility Manager for storage within a secure safe at Post.

(2) One (1) set of BAS As-Built / O&M Manual Document disks shall be sent by the Contractor to OBO/CFSM/FAC/PS - “BAS Support” for centralized backup.

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

(a) Modifications shall be made to reflect any changes made to the Sequences of Operation by the Contractor and any permanent changes to the Sequences of Operation discovered by the Contractor but not previously documented.

(b) Modifications shall be made to reflect any physical changes made to the BAS, to include but not be limited to: wiring changes, changes to controller configurations, addition or removal of points, etc...

(c) Any new BAS Software and/or Hardware Licenses associated with the work performed shall be provided. Licenses shall be fully documented and information provided in a manner that allows Post to work directly with the BAS manufacturer.

(d) In cases where BAS CAD As-Built Drawings are not available, the Contractor shall produce BAS CAD Drawings for only the drawings that are affected by the work performed. PDFs of these

modified drawings shall be inserted into the existing BAS As-Built drawings to replace the outdated drawing pages.

(e) O&M Manual data shall be provided for any BAS equipment installed as part of this work. A PDF of the Original O&M Manual shall be altered to remove components that are no longer used. O&M information for components added shall be appended to the O&M Manual.

(f) Updated BAS As-Built / O&M Manual Documents shall be burned on to CD or DVD media. Two (2) sets of disks shall be created for each Building Automation System at Post.

(1) One (1) set of BAS As-Built / O&M Manual Document disks shall be submitted to the Post Facility Manager for storage within a secure safe at Post.

(2) One (1) set of BAS As-Built / O&M Manual Document disks shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

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

(a) This backup shall be burned on to CD or DVD media along with a backup of the BAS Operator Work Station / Server Software and Graphics.

(b) Each backup shall be configured to allow Facility Maintenance staff to recover the associated BAS in the event there is a BAS failure. Instructions on how to do this shall be included on the backup disks.

(c) Two (2) sets of backup disks shall be created for each Building Automation System at Post.

(1) One (1) BAS backup disk shall be turned over to the Post Facility Manager for each BAS, for storage within a secure safe at Post.

(2) One (1) BAS backup disk shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

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

(a) The BAS username / password / encryption key data shall be burned on to CD or DVD media.

(b) Two (2) BAS username / password / encryption key listings shall be created for each Building Automation System at Post.

(1) One (1) BAS username / password / encryption key disk for each BAS shall be turned over to the Post Facility Manager for storage within a secure safe at Post.

(2) One (1) BAS username / password / encryption key disk for each BAS shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

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

(a) This Inventory shall include information about:

(1) The Manufacturer and Product Line installed of each BAS;

(2) The Model/Part Number of each type of controller installed, provided in a tabular format;

(3) The quantity of each Model of controller installed, provided in a tabular format;

(4) An inventory of the Equipment and Systems Monitored and/or Controlled by the BAS, including quantities; provided in a tabular format.

(5) The quantity and locations of BAS Operator Work Stations (OWS) and Servers and the BAS software installed on each of these computers.



(6) The locations of each OWS, Server, Building Level Controller and Supervisory Level Controller, shown on sanitized floor plans. If CAD drawn floor plans are not available, it is acceptable to show this information on a scanned copy of the floor plans.

(b) Using the built in functions of the OWS the Contractor shall generate a searchable PDF document and/or a spreadsheet containing a Database printout of the BAS programming, points and other settings for the entire BAS. This database printout shall include the physical Hardware Points with point names and addresses of the physical Hardware Points for each controller on the BAS network, broken down by controller.

(c) The intent is to take a full inventory of each installed BAS and to document all of the programming and physical Hardware Points overall in each BAS.

(d) The BAS Inventory data shall be burned on to CD or DVD media. Two (2) sets of BAS Inventory disks shall be created for each Building Automation System at Post.

(1) One (1) BAS Inventory disk shall be turned over to the Post Facility Manager for each BAS for storage within a secure safe at Post.

(2) One (1) BAS Inventory disk for each BAS shall be sent by the Contractor to OBO/CFSM/FAC/PS - "BAS Support" for centralized backup.

## C.2.7 DELIVERABLE SUBMISSION SCHEDULE

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

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

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

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

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

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

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

## C.3 CONTRACTOR'S RESPONSIBILITY

### C.3.1 GENERAL

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

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

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

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

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

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

### C.3.2 CODES AND REGULATIONS

C.3.2.1 U.S. Government codes and regulations, the applicable laws, codes, and standards of foreign countries, and industry standards apply and are incorporated herein by reference and made part of the contract.

C.3.2.2 Contractor shall adhere to work practices and procedures set forth in applicable codes, regulations, and standards, including obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

C.3.2.3 Except to the extent that more explicit or more stringent requirements are written directly into the contract, all applicable U.S. EPA and U.S. OSHA codes, regulations, and standards have the same force and effect (and are made a part of the contract by reference) as if copied directly into the contract, or as if published copies are bound herewith.

C.3.2.4 The Contractor shall assume full responsibility and liability for compliance with all applicable U.S. EPA and U.S. OSHA regulations and shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, their employees, or subcontractors.

### C.3.3 AUTHORIZATION TO VISIT SITE

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

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

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

(a) Contractor personnel performing Contract requirements in General Work Areas (GWA) and Public Access Areas (PAA) do not require a clearance. Information for Un-cleared personnel must be submitted to the Post Resident Security Officer (RSO) for screening and approval prior to being granted access to Post.

(b) Contractor personnel performing Contract requirements in CAA Restricted spaces shall be U.S. Citizens and have a minimum security clearance at the TOP SECRET level, verified by DS, to allow for unescorted access. (Required by 12 FAH-6 H-631.5-2) An Interim TOP SECRET clearance will not be accepted for CAA Restricted unescorted access.

(c) Contractor personnel performing Contract requirements in CAA Core spaces shall be U.S. Citizens and have a minimum security clearance at the TOP SECRET level, verified by DS, to allow for limited escorted access. (Required by 12 FAH-6 H-631.5-2) An Interim TOP SECRET clearance will not be accepted for CAA Core access.

(d) Clearances shall be certified to DS/IS/IND via Visit Authorization Requests in accordance with Contract Section H.10.2.

C.3.3.4 The Contractor shall submit a Country Clearance Request (CCR) to the COR at least fifteen (15) business days prior to the Contractor's departure for Post. Submission of the CCR information will result in official electronic Country Clearance (eCC) to Post and official certification of Contractor personnel security clearance levels to the Regional Security Office (RSO) of the Post to be visited. Subsequent changes in personnel or schedules will not be permitted unless specifically authorized by the COR. The Contractor shall not depart to Post without a Diplomatic Security (DS) verified Country Clearance.

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

### C.3.4 CONTRACTOR AND PERSONNEL QUALIFICATIONS

C.3.4.1 The Contractor shall employ a competent supervisor or foreman, satisfactory to the Government, to work at all times with the authority to act for the Contractor.

C.3.4.2 The Contractor shall employ competent technicians, programmers, etc..., satisfactory to the Government, to perform the work and services required. Technicians, programmers, etc... shall have a minimum of 5 years of experience performing the type of work described within this SOW and shall be trained and certified by the manufacturer of the BAS they are tasked to work on.

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

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

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

C.3.4.5 The Contractor shall at all times enforce strict discipline and good order among all persons employed to work and shall not employ any unfit persons not skilled in the tasks assigned to them.

### C.3.5 MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

(a) Delivery by Courier: Contractors and subcontractors authorized to send Classified packages to the Department shall provide delivery of packages, by appropriately Cleared Contractor, via approved hand-carry methods in accordance with NISPOM 5-410 and 5-411. All Classified hand-carry deliveries from the Contractor to DOS shall be made to the following addresses between the hours 8:00 AM and 4:00 PM. The contractor shall advise the intended recipient of the materials and estimated time of arrival a minimum of 48 hours prior to dispatching the package by courier.

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

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

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

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

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

- (1) Currently, the carriers on that list include:
  - (i) DHL (Astar Air Cargo) - Same Day Service
  - (ii) FedEx – Same Day Service, First Overnight, Priority Overnight or Standard Overnight
  - (iii) Airtel Systems – Mission Critical or Same Day Service
  - (iv) United Parcel Service – UPS Next Day Air Early, Next Day Air, or Next Day Air Saver
  - (v) UPS Supply Chain Solutions – Constant Surveillance Service
- (2) Classified Packages / Mail to be delivered via authorized Commercial Delivery Carrier listed above should be addressed as follows:
  - (i) Address for Classified Packages / Mail sent by Commercial Carrier to Post:
  - (ii) Address for Classified Packages / Mail sent by Commercial Carrier to OBO/CSFM/FAC/PS “BAS Support”:

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

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

C.3.6.2 Unclassified Packages and Mail: Unclassified packages / mail sent via U.S. Mail, Registered or Certified Mail; Courier Service and U.S. Postal Service Overnight Express shall be addressed as follows. NOTE: Classified information cannot be sent via these methods.

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

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

- (b) Address for Unclassified Packages / Mail sent to OBO/CSFM/FAC/PS “BAS Support”:

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

### C.3.7 CONTRACTOR USE OF PREMISES

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

by the Regional Security Officer (RSO). The Regional Security Officer (RSO) will identify any other site restrictions to the Contractor.

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

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

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

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

#### C.4 GOVERNMENT’S RESPONSIBILITY

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

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

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

### 3.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the Contract shall be payable by the Contractor without Government reimbursement.

### 4.0 QUALITY ASSURANCE PLAN (QAP).

4.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the Contract. The role of the Government is to conduct quality assurance to ensure that Contract standards are achieved.

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<b><u>Services.</u></b> Performs all services set forth in the performance work statement (PWS)	1 thru 11	All required services are performed and no more than one (1) customer complaint is received per month

4.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

4.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

4.4. Procedures.

4.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they will immediately contact the COR.

4.4.2 The COR will complete appropriate documentation to record the complaint.

4.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

4.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

4.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

4.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor shall notify the COR. The COR will review the matter to determine the validity of the complaint.

4.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

4.4.8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## 5.0 TRANSITIONS/CONTACTS

Within 15 business days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

## 6.0 SUBMISSION OF INVOICES

- i. The Contractor shall submit an invoice within 10 working days after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.
- ii. Contractor/vendor shall submit two invoices- Each invoice shall include invoice number, purchase order/contract number, date issued, brief description of supplies/services provided, quantities, unit



and total price, and signed by the signing authority. One copy clearly marked DUPLICATE copy for GSO original submitted to FMO e-mail to undersigned [KRCProc@state.gov](mailto:KRCProc@state.gov)

One original invoice to Fiscal Office (FMO), at address given below. Financial Management Officer (FMO) US Consulate General, Plot 3-5, New TPX Area, Mai Kolachi, Karachi Pakistan Or e-mail to: [KRCFical@state.gov](mailto:KRCFical@state.gov) Please note: Mode of Payment - Net 30 will be commenced on the date of receipt of invoice in the US Consulate General Financial Management Centre.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2014), is incorporated by reference (see SF-1449, Block 27A)

The following FAR clause is provided in full text:

### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2014)

(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)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

\_\_\_ X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the U.S Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the U.S Recovery and Reinvestment Act of 2009.)

\_\_\_ X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(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.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (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 (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- \_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)
- \_\_\_ (34)(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.)
- \_\_\_ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (40) 52.225-1, Buy U.S.—Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (41)(i) 52.225-3, Buy U.S.—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (53)(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.]*

- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- \_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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)**



ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 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:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

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 the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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 the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (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 **24 months**

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.  
(End of clause)



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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original and one copy to the office identified in Block 18a of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). Invoices can also be sent via email to [KRCFical@state.gov](mailto:KRCFical@state.gov).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:


652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days\* as holidays:

New Year's Day (U.S.)	
Martin Luther King's Birthday (U.S.)	
Eid-ul-Azha (Pakistani)	2 days
Washington's Birthday (U.S.)	
9th & 10th of Muharram (Pakistani)	2 days
Pakistan Day (Pakistani)	
Eid Milad un Nabi (Pakistani)	
Memorial Day (U.S.)	
Independence Day (U.S.)	
Labor Day (U.S.)	
Columbus Day (U.S.)	
Veterans Day (U.S.)	
Eid ul Fitr (Pakistani)	2 days
Thanksgiving Day (U.S.)	
Birthday of Quaid-I-Azam (U.S.)	
Christmas Day (U.S.)	

\*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will

be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

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

(b) The COR for this contract is **Facilities Engineer U.S. Consulate General, Karachi Pakistan.**

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

#### ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:  
[Note to Contracting Officer: Revise, add to, or delete from the following list, as needed]

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

3. List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Pakistan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided
6. The offeror's strategic plan for Preventive Services to include but not limited to:
- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<b><u>PROVISION</u></b>	<b><u>TITLE AND DATE</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held upon request. Prospective offerors should contact the following E-mail before February 22, 2018, if desire a site visit to be arranged.

**E-mail: [KRCProc@state.gov](mailto:KRCProc@state.gov)**

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (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) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate  
U.S. Department of State  
A/OPE

SA-15, Room 1060  
Washington, DC 20522-1510

- (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 **Supervisory General Services Officer, U.S Consulate General, Karachi Pakistan at 92-213-527-0000**. For an U.S Consulate General 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) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510

## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.



**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provision(s) is/are provided in full text:

**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 Offeror Representations and Certifications-Commercial Items.(JAN 2017)(DEVIATION 2017-01)

As prescribed in 12.301(b)(2), insert the following provision:

#### OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JAN 2017)(DEVIATION 2017-01)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) 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 pmi 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 .

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 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 product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*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.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, **that-**

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) **by-**

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens

of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances

*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 the stock of which 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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM 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 (u) 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 electronically on SAM ]*

(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, or 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, or 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, or 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 that it is, or 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, or is not a women-owned small business concern.

(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, or 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, or 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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .]* Each WOSB concern eligible under the WOSB Program 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, or is not an EDWOSB concern, 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, or 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 for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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.

NOTE TO PARAGRAPHS (c)(8) AND (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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) *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 o is, o 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .*] Each HUBZone small business concern participating in the HUBZone 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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

(i) It o has developed and has on file, o 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 parts 60- 1 and 60-2), or

(ii) It o 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 USC 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 U.S Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy U.S-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 U.S-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 U.S-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy U.S-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, Panamanian, 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 U.S-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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy U.S-Free Trade Agreements-Israeli Trade Act"

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

Line Item No.		Country of Origin

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[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 U.S-Free Trade Agreements-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 U.S-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 U.S-Free Trade Agreements-Israeli Trade Act":

Canadian End

Products: Line Item

No.

\$(List as necessary)

(3) Buy U.S-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 U.S-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End

Products:

Line Item No.

Country of Origin

\$(List as necessary)

(g)(4) *Buy U.S-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III* If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy U.S-Free Trade Agreements-Israeli Trade Act":

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

Line Item No.		Country of Origin
[List as necessary]		

(5) *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)(5)(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 U.S. statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there 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 \$3,500 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).*
- (1) *Listed end products.*

#### Listed End Product

#### Listed Countries of Origin

- o *Certification.*

- o ( 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.

- o (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.

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

- (2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (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) o Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o 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) o Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o 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 Labor Standards 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.

(1) *Taxpayer Identification Number (JIN) (26 U S C 6109, 31 U S C 7701).* (Not applicable if the offeror is required to provide this information to the SAM 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 (JIN).

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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that-

(i) It is, or is not an inverted domestic corporation; and

(ii) It is, or is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it **D** has or **D** does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2)

and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: Immediate

owner legal name: \_\_\_\_.

*(Do not use a "doing business as" name)*

Is the immediate owner owned or controlled by another entity: D Yes or D No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_. Highest -

level owner legal name: \_\_\_\_.

*(Do not use a "doing business as" name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation **that-**

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204- 16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it D is or D is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

(s) RESERVED

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from

lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

*Alternate I* (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(1) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American .

\_Hispanic American.

\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_Individual/concern, other than one of the preceding.

#### ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision(s) is/are provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

**Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.**

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws		local nationals:	
		third-country nationals:	

(a) The Contracting officer has determined that for performance in the country of Pakistan

✓ Workers’ compensation laws exist that will cover local nationals and third country nationals.

Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability

toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)