



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

50 Shahrah-E-Abdul Hameed Bin Badees Road (Old Empress Road)
Lahore-54000

Date: June 22, 2022

Prospective Offerors

Subject: Request for Quotations number **19-PK50-22-Q-7006** of Preventive Maintenance Services for Switchgears, Transformer and Protection Panel at U.S. Consulate General, Lahore Pakistan.

Enclosed is a Request for Quotations (RFQ) for Preventive Maintenance Services for Switchgears, Transformer and Protection Panel. 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.

If you intend to submit a quotation, you should thoroughly examine all documents contained in the contract solicitation package. The Consulate intends to conduct a site visit and it will be held on **July 19, 2022 at 1200 hrs. PST.** Those Offerors who are interested in attending the site visit must e-mail: **LahoreProcurementDL@state.gov** on or before **1630 hrs. on July 14, 2022, till 1630 PST.** A maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide the full names of participant(s) (as written on CNIC), CNIC numbers and particulars of vehicle to be used (make, model, color, and registration number).

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. Your quotation must be submitted in a sealed envelope marked "**Quotation Enclosed (19-PK50-22-Q-7006)**" to GSO Procurement, US Consulate General, 50-Empress Road, Lahore on or before **August 2, 2022, by 1630hrs. PST.** No quotation will be accepted after this time.

In order to have 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.
5. Technical Proposal and Company Profile
6. Certifications of the Relevant Project
7. Portfolio of the Relevant Technicians and Representatives.

Direct any questions regarding this solicitation to **Ramon M. Olivier** by letter or by telephone +92-42-3603-4000 during regular business hours.

Sincerely,

Ramon M. Olivier
Contracting Officer



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PR10823590

PAGE 1 OF 58

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
19-PK50-22-Q-7006

6. SOLICITATION ISSUE DATE
June 22, 2022

7. FOR SOLICITATION INFORMATION CALL

a. NAME
Ramon M. Olivier

b. TELEPHONE NUMBER
042-3603-4000

8. OFFER DUE DATE/LOCAL TIME
August 2, 2022/ 1630 hours

9. ISSUED BY
**Contracting Officer
American Consulate General
Lahore**

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SMALL BUSINESS
 SERVICE-DISABLED VETERAN OWNED 8(A)
NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT 13a. THIS CONTRACT IS A RATED ORDER
13b. RATING

15. DELIVER TO:
**U.S. Consulate General
50-Empress Road
Lahore-54000, Pakistan**

14. METHOD OF SOLICITATION
 RFQ IFB RFP
16. Administered by:

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY
**Financial Management Officer (FMO)
American Consulate General,
50-Empress Road
Lahore-54000, Pakistan**

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Base Year Price	L.S.	Annual		
2.	First Option Year Price	L.S.	Annual		
3.	Second Option Year Price	L.S.	Annual		
4.	Third Option Year Price	L.S.	Annual		
5.	Fourth Option Year Price	L.S.	Annual		
	Grand Total				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 01 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

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

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION IS NOT USABLE

Computer Generated

STANDARD FORM 1449 (REV3/2005) PREVIOUS EDITION

Prescribed by GSA - FAR (48 CFR) 53.212

Solicitation No.: 19-PK50-22-Q-7006

Title: Solicitation for Preventive Maintenance Services for Switchgears, Transformer and Protection Panel at CGOB

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			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
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
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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- Contract Clauses
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Section 3 - Solicitation Provisions

- Solicitation Provisions
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- Evaluation Factors
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SECTION 1 - THE SCHEDULE

Continuation/Addendum to SF-1449, RFQ Number 19-PK50-22-Q-7006 PRICES, BLOCK 23

1.0 DESCRIPTION

The **US Consulate General Lahore** requires the Contractor to maintain equipment identified in Attachment 1 in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, tools, and supplies required to perform all inspections, as required to maintain specified Equipment in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.

2.0 PRICING

2.1 Base Year – September 30, 2022 to September 29, 2023

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 11 months. The fixed unit prices, estimated quantities, and ceiling for each category are;

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service PKR	Total per year PKR
001	Switchgear-1	1	Annual	1		
002	Switchgear-2	1	Annual	1		
003	Switchgear-3	1	Annual	1		
004	1500 KVA Transformer	1	Annual	1		
005	11 KV Protection Panel	1	Annual	1		
Total Base Year						

2.2 Option Year 1- September 30, 2023 to September 29, 2024

The Contractor shall provide the services shown below for Option Year 1, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service PKR	Total per year PKR
001	Switchgear-1	1	Annual	1		
002	Switchgear-2	1	Annual	1		
003	Switchgear-3	1	Annual	1		
004	1500 KVA Transformer	1	Annual	1		
005	11 KV Protection Panel	1	Annual	1		
Total Option Year -1						

2.3 Option Year 2- September 30, 2024 to September 29, 2025

The Contractor shall provide the services shown below for Option Year 2, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service PKR	Total per year PKR
001	Switchgear-1	1	Annual	1		
002	Switchgear-2	1	Annual	1		
003	Switchgear-3	1	Annual	1		
004	1500 KVA Transformer	1	Annual	1		
005	11 KV Protection Panel	1	Annual	1		
Total Option Year -2						

2.4 Option Year 3- September 30, 2025 to September 29, 2026

The Contractor shall provide the services shown below for Option Year 3, starting three years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service PKR	Total per year PKR
001	Switchgear-1	1	Annual	1		
002	Switchgear-2	1	Annual	1		
003	Switchgear-3	1	Annual	1		
004	1500 KVA Transformer	1	Annual	1		
005	11 KV Protection Panel	1	Annual	1		
Total Option Year -3						

2.5 Option Year 4- September 30, 2026 to September 29, 2027

The Contractor shall provide the services shown below for Option Year 4, starting four years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service PKR	Total per year PKR
001	Switchgear-1	1	Annual	1		
002	Switchgear-2	1	Annual	1		
003	Switchgear-3	1	Annual	1		
004	1500 KVA Transformer	1	Annual	1		
005	11 KV Protection Panel	1	Annual	1		
Total Option Year -4						

2.6 GRAND TOTAL ESTIMATED CONTRACT AMOUNT

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

Base Year _____

Option Year 1 _____

Option Year 2 _____

Option Year 3 _____

Option Year 4 _____

Grand Total for Base + Four Option Years: _____

2.7 Repair option:

Repairs are NOT included under this agreement (see 4.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 4.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without approval.

Repair Labor Rates	
Initial Service Base Year	PKR _____/hr
Option Year 1	PKR _____/hr
Option Year 2	PKR _____/hr
Option Year 3	PKR _____/hr
Option Year 4	PKR _____/hr

2.8 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.

3.0 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.

Continuation/Addendum to SF-1449, RFQ Number 19-PK50-22-Q-7006
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 SCOPE OF WORK

The **US Consulate General Lahore** requires the Contractor to maintain electrical equipment identified in Attachment 1 in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, tools, and supplies required to perform all inspections, as required to maintain the Switchgears in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.

The US Consulate General Lahore agrees to purchase or maintain at its own cost, all necessary spares and replacement parts. These parts and/or replacements are to be made freely available to the vendor when in judgement they are required. Performance and responsibilities under this contract are associated with the availability of such materials, notwithstanding that vendor will provide those spare parts from his stock if available with them. This will be charged at additional cost. The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence. It is agreed that the vendor will not assume possession or management of any part of the equipment, but he can take the equipment to his workshop for extensive repair, if required with approval of COR.

2.0 HOURS OF PERFORMANCE

The Contractor shall maintain work schedules as approved by the government. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the personnel of the Post. The Contractor shall deliver standard services between the hours of 0800 AM and 1630 PM Monday through Friday unless approved in advance by the COR.

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's mechanics and be the Contractor's liaison with the American Embassy/Consulate. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the Equipment and Equipment areas only with specific permission by either the Contracting Officer or the COR.

3.2 Personnel security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. Submission of information shall be made within 10 days of award of contract. **No technician will be allowed on site without prior authorization. Note: This may include cleared personnel if advance notice of visit is not given at least one week before the schedule.**

3.3 Vehicles. Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle

information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

3.3 Standards of conduct

3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

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

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

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

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

3.3.6 Key Control. The keys will be issued to the Security Escort for provision of access to the required areas as deem necessary.

3.3.7 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.0 SCHEDULED PREVENTIVE MAINTENANCE

4.1 The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

4.2 Contractor furnished materials. Will include but not be limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye

protection, Material Safety and Data Sheets, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), Switchgear starting batteries, grease, sealant, thermostat, fuse), will be maintained in the onsite inventory

4.1 General

- 4.1.1 The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.
- 4.1.2 The Contractor shall inventory, grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site.
- 4.1.3 Exclusion. This contract does **NOT** include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, and gears, Filters (Air, Fuel, and Oil)) **Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance.** The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.
- 4.1.4 Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government leaving the system(s) in the condition found prior to replacement/repair of electrical parts.

4.2 Checklist Approval

- 4.2.1 The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.
- 4.2.2 The Contractor shall provide trained technicians to perform the service at frequencies stated and, on the equipment, called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after the maintenance visit.
- 4.2.3 It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.

5.0 PERSONNEL, TOOLS, CONSUMABLES MATERIAL AND SUPPLIES

5.1 The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

5.2 Contractor furnished materials. Will include but not be limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, Material Safety and Data Sheets, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), Switchgear starting batteries, grease, sealant, thermostat, fuse), will be maintained in the onsite inventory (See Paragraph 4.1.2).

5.3 Repairs. Repairs are not included in this contract (See Paragraph 4.1.3- Exclusions).

5.4 Disposal of used oil, fuel, battery and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

6.0 DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel	1	5 days after contract award	COR
Certification of disposal of toxic chemicals by local authorities	1	After each change	COR
Certificate of Insurance	1	10 days after contract award	COR
Applicable permits	1	10 days after contract award	COR
Approved checklist signed by Contractor's employee	1	After completion of each maintenance service	COR
Invoice	1	After completion of each maintenance service	FMC

7.0 INSURANCE REQUIREMENTS

7.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract.

The Contractor's assumption of absolute liability is independent of any insurance policies.

7.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Public Liability Insurance
 Bodily Injury \$ 200 per occurrence \$500 Cumulative
 Property Damage \$ 200 per occurrence \$500 Cumulative

7.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 “Worker’s Compensation and War-Hazard Insurance Overseas”).

8.0 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.

9.0 QUALITY ASSURANCE PLAN (QAP).

9.1 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.

Performance Objective	PWS Para	Performance Threshold
Services. Performs all services set forth in the performance work statement (PWS)	1 thru 8	All required services are performed and no more than one (1) customer

9.2 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.

9.3 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.

9.4. Procedures.

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

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

9.4.3 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.

9.4.4 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.

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

9.4.6 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.

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

9.4.8. 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.

10.0 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.

14.1 On site contact. The following are the designated contact personnel between the **US Consulate General Lahore** and the Contractor

Facility Manager: Mr. Muhammad Naeem Ibrahim
Phone: +92 42 3603 4059
Email: IbrahimMN@state.gov

11.0 SUBMISSION OF INVOICES

Submit an invoice with signed delivery receipt(s) - invoice shall include NTN number, invoice number, purchase order/contract number, date issued, brief description of supplies/services provided, quantities, unit and total price signed by the signing authority. Legitimate invoice will be submitted directly to FMC by contractor/vendor. Preferably send by E-mail on the below Email ID or if sending hard copy send on below FMC mailing address:

Finance Management Centre
Email ID: LahoreFMC-Invoice@state.gov
CC: LahoreProcurementDL@state.gov
Consulate General of the United States of America
Lahore, Pakistan
50 Shahrah-E-Abdul Hameed Bin Badees
(50-Old Empress Road)
Lahore-54000
Tel: 042-3603-4000
Fax: 042-3603-4200

END OF SCOPE OF WORK

Exhibit A - - STATEMENT OF WORK

I. GENERAL INFORMATION:

The **US Consulate General Lahore** requires professional services and contractor cost proposals to perform preventive maintenance services of the Switchgears.

II. PROJECT REQUIREMENTS:

DESCRIPTION OF EQUIPMENT *:

**Please see attachment at the end of this sheet for more details*

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff has service manuals for all Switchgears onsite (Refer Paragraph 4.1).

IV. PREVENTIVE MAINTENANCE

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and use safety protection while all work is performed. Any questions or injuries shall be brought to the attention of the Post Occupation Safety and Health Officer (OSHA). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

If any discrepancies are found with the Switchgears that are not covered under this scope of work then the contractor must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At a minimum, the following work shall be done:

Maintenance Interval Schedule (Switchgear)

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. This must include, but not limited to, batteries for the trip units, fuses, and dielectric lubricant.

Prior to beginning any site work the contractor must submit to the embassy FM an isolation Standard Operating Procedure (SOP) and schedule to reflect the planned work and sequence. The contractor must obtain written approval from the embassy Facility Manager noting the planned servicing schedule, and all required Switchgear transfers, tie-breaker switching, or switchgear outages.

If any discrepancies are found with the Switchgear system that are not covered under this scope of work then the contractor must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At a minimum, the following work must be done:

Task Description

A. Step-One, Visual Inspection:

1. Visual and Mechanical Inspection to insure the proper operation of all factory and vender installed meters, breakers, remote power monitoring equipment associated with the switch gear.
2. Inspect physical, electrical, and mechanical condition including evidence of moisture or corona.
3. Inspect that all filters are in place, and the vents are clear.
4. Inspect that the working space is maintained in front of all the electrical gear per the National Electrical Code (NEC) requirements.
5. Inspect that the electrical room is free from foreign articles not associated with the room.

B. Step-Two, Verify:

1. Compare the installed metering measurements with voltage and power readings from a True RMS meter. Make calibration corrections as necessary to ensure accurate voltage and power readings.
2. Verify the switchgear circuit breakers sizing match the drawings.
3. Verify the proper labeling of all the breakers in the switchgear.
4. Verify that the Post as-build drawings (electrical one-line) match the switchgear distribution. Make "Red Ink" corrections on a paper copy as necessary. Inform the FM of any discrepancies or changes to the drawings.
5. Verify that the required NFPA70-E safety equipment is available and in good condition for local staff to use.
6. Refer to the manufactures recommendations for additional maintenance requirements.

C. Step-Three, Test/Clean/Correct:

1. Inspect anchorage, alignment, grounding for the equipment.
2. Test the system earth ground (25 ohms or less).
3. Perform infrared testing on all conductor connections, buss terminations. Only record hot spots on digital format for review.
4. Before shutdown insure that all components are operational. Record ones that are not at this time. Make the FM aware of all components that are not functioning prior to shut down.
5. Schedule power outage of equipment for cleaning. Coordinate any required outage with post. (Outage may require off hours work).
6. As applicable perform function tests on "rack-out" breakers, test trip units and settings. Replace any faulty battery, fuse, or switch.

7. Perform proper Lock-out/Tag-out and ensure the system is de-energized before removing panel covers and exposing any electrical bus or cabling. Under no circumstances should the equipment be energized during the maintenance operation.
8. Clean each compartment. Check for damage, excessive wear, or corrosion
9. Spot check and correct any loose components or connections.
10. Torque loose connections identified during the infrared test or during inspection.
11. Confirm correct operation and sequencing of electrical and mechanical interlock systems.
12. Use appropriate dielectric lubrication on moving current-carrying parts and on moving and sliding surfaces.
13. Correct any faulty, damaged, discolored, and worn components using site spares.
14. Exercise all active components. This includes racking the breakers out than back in.
15. Inspect mechanical indicating devices for correct operation.
16. Inspect all power control transformers for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, proper overload protection, and over all general wiring.
17. After re-energizing the equipment ensure that all components are up and functioning properly.
18. Refer to the manufactures suggested recommendations for additional maintenance requirements.
19. Clean or replace any air filters present.
20. Make calibration corrections as necessary to ensure accurate voltage and power readings on permanently installed switchgear metering.

Transformer:

Procedures

1. Examine condition of mounting and support members.
2. Remove rust spots from body, caps and flanges by sanding. Prime bare metal with rust inhibitor primer and paint. (Never use aluminum or copper base paints or primers).
3. Tighten all connections.
4. With unit loaded re-accomplish infrared checks on any problem areas.
5. Remove tags and lock, return circuit to service.
6. Record results in the transformer Maintenance History Record.
7. On power type transformers only with primaries shorted, and secondaries shorted, perform ACRMS high potential tests at (ANSI C57.1290) no more than 60 percent of test voltage for a new transformer. Test Primary to secondary and ground, and secondary to primary and ground.
8. Tighten connections with torque wrench to manufacturer's specifications.
9. Check operation of any temperature or sudden pressure alarms or trips and electrical interlocks.
10. Check operation of all cooling apparatus such as fans or pumps, etc.
11. Inspect disconnects for structure and condition of contact surfaces
12. Start backup generators and transfer the load, if applicable.
13. Thoroughly clean the transformer housing and any attached panels, enclosures, etc.
14. Take oil sample.
15. Inspect for leaks and check oil level and oil reservoir.
16. Clean accessible insulators according to manufacturer's instructions. this is usually accomplished with a soft cloth dipped in a silicone type compound sand polish (never use water, caustic solutions or abrasive such as steel wool or a wire brush). When cleaned, polish with a soft cloth or lamb's wool.
17. Inspect accessible insulators for chips, cracks, or fractures.
18. Examine grounding wire.

19. Refer to the manufacturer's suggested recommendations for additional maintenance requirements.

11 KV Disconnect Switch

Procedures

1. Ensure the switch is loaded to at least 40% of the full load rating and perform an infrared inspection.
2. Tag the unit out.
3. Operate the switch manually several times to provide wiping action to remove any high resistance film buildup.
4. Check the switch for loose or broken parts, rust, arcing, and overheating.
5. Inspect and torque any hot connections identified during the infrared test.
6. Clean and adjust main contacts. Apply a thin film of conductive lubricant where recommended by the manufacturer.
7. If the contacts were burned or the switch overheated, a contact resistance test should be conducted. Adjust the contacts with the highest readings to correspond to the lowest reading contact. Maximum values can be found in manufacturer's instructions.
8. . Clean enclosure with vacuum.
9. Remove the tags and reenergize the switch. Perform an infrared inspection to ensure no problems.
10. Return circuit to service.
11. Withdraw each circuit breaker from its compartment, and thoroughly inspect each of the moving mechanisms in the compartment.
12. Perform a visual and mechanical inspection of relays and instrument transformers. Look for signs of loose or damaged or cracked insulation or connections.
13. Check all terminal block connections for loose hardware and crimp-on terminal conditions.
14. Make certain that the hinge wiring to the door is not frayed and has no insulation damage. Route all Wires through the hinge loop.
15. Lubricate all moving joints (shutters, MOC, TOC, and so forth) with Mobil grease 28, Square D Part number 1615-100950 (or as recommended by manufacturer).
16. Lightly lubricate the primary contacts and the ground contacts with Mobilux EP 1, Square D Part number 1615-100790 (or as recommended by manufacturer).
17. Inspect the stationary control power receptacle, ensuring that the molding is free of cracks,
18. The female contacts are clean, and the assembly is free to move. Clean the front and back surfaces of the receptacle to remove any contamination buildup.
19. The ground contact bar should have marks indicating good contact with the circuit breaker
20. Sliding contacts. Clean the contact surfaces, removing grease and dirt buildup. Inspect and tighten the hardware and re-grease.
21. The primary contacts should have a silver-gray appearance, indicating good contact with the
22. Circuit breaker separable contacts. Slight discoloration or tarnish of the silver plate on the primary contact is normal.
23. The shutters should raise and lower smoothly with no indication of binding, twisting, hesitation, or hang-up. Inspect the shutter hardware. Tighten if necessary.
24. Relays and instrument transformers:
25. Perform a visual and mechanical inspection of relays and instrument transformers. Look for signs of loose or damaged or cracked insulation or connections.
26. Inspect VT, CPT and Fuse Draw out Units as follows: Inspect the interlock mechanism for proper operation. Replace the current limiting fuses, but leave the drawer in the withdrawn position until all the inspection and maintenance is completed.

LIST OF EQUIPMENT TO BE MAINTAINED

Unit	Equipment	Manufacturer	Make	Specification	Location
001	Switch gear 1	Schneider	Schneider	2500 Amp (Main), 630 Amp x 2, 400 Amp x 1, 1600 Amp	Transformer Room
002	Switch gear 2	AEG	AEG	1250 Amp (Main), 630 Amp x 1, 100 Amp x 5	LT Room Basement
003	Switch gear 3	AEG	AEG	630 Amp (Main), 200 Amp x 2	Plant Room Basement
004	1500 KVA Transformer	SYNERGY ELEKTRIK	SYNERGY ELEKTRIK	1500 KVA (Out	Transformer Room
005	11 KV Protection Panel	AEG	AEG	Type: MC506/12-2	Transformer Room

Government Furnished Property

No Government Property is furnished to the contractor under this contract. Contractor is responsible for arranging all the material, equipment, and other associated items during the course of performance of assigned jobs under this contract.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), is incorporated by reference (see SF-1449, Block 27A)

- **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (JAN 2017)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (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:

[Contracting Officer check as appropriate.]

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (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. (Oct 2015) (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) [Reserved].

___ (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 (Nov 2016) (15 U.S.C. 637(d)(2)) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Nov 2016) 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 Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (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 (FEB 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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.)
- ___ (35)(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.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- X** (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (46)(i) 52.225-3, Buy American—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.
- ___ (47) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301note).
- ___ (48) 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).
- ___ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X** (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X** (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(58)(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) 52.222-17, Non-displacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 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).

__ (5) 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).

__ (6) 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).

__ (7) 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).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$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, Non-displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 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.

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

(xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 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.

(xxi) 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 **60 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 next US Fiscal Year, 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 LahoreFMC-Invoice@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:

[Note to Contracting Officer:

- ***Include this clause if the contractor will be working on-site in an Embassy facility.***
- ***Add local holidays to the list in paragraph a) of the clause.]***

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.) | |
| Juneteenth (U.S.) | |
| Labor Day (U.S.) | |
| Labor Day (Pakistani) | |
| Columbus Day (U.S.) | |
| Pakistan Independence Day (Pakistani) | |

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 **Facility Manager, American Consulate General, Lahore 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.

7. Submit valid documentary evidence / certificate of manufacturer authorized service and parts provider for the equipment listed in the statement of work.

8. **Submit Required Qualifications of Contractor Personnel**

At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the necessary qualified personnel, organization and facility to properly fulfill all the terms and conditions of this contract. In addition, Contractor's personnel shall demonstrate that they meet or exceed the following qualifications:

- i) Managerial staff shall have five (5) years of experience managing contracts and satisfactorily maintaining equipment of the type, grade and degree included in this contract.
- ii) All Service Mechanics assigned to perform services under this Contract shall be trained and familiar with the maintenance requirement and Manufacturer trained for the equipment listed in the contract.
- iii) Personnel who will be performing the services required under this contract shall have a minimum of four (4) years of experience in the maintenance of equipment with the same types and model numbers of the listed equipment.

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:

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

A site visit has been scheduled for **July 19, 2022 at 1200 hrs.** Participants will arrive at US Consulate General, 50-Empress Road, Lahore. Maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide with full name of participant(s) (as written on CNIC), CNIC number and particulars of vehicle to be used (make, model, color and registration). Offerors interested in attending must e-mail on or before **1630 hrs. July 14, 2022, at below email address:**

E-mail: LahoreProcurementDL@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, Lahore, Pakistan at 92-42-3603-4000**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, 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, and technically 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.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

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

(COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End

Products: Line Item No.:

Country of Origin:

(List as necessary)

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-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 American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I If *Alternate I* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision :

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

Canadian End

Products: Line Item

No.

\$(List as necessary)

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

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

Canadian or Israeli End

Products:

Line Item No.

Country of Origin

\$(List as necessary)

(g)(4) *Buy American-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 American-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 American 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

(2) *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 US C 6109, 31 US 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).

D 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.*

o Offeror is not owned or controlled by a common parent; o 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 o is, o is not an inverted domestic corporation; and

(ii) It o is, o 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.

(End of provision)

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.

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)

Unique Entity Identity (UEI) and SAM Registration:

SAM.gov is the official free, government-operated website for the management of government awards. There is NO charge to register or maintain your entity information in SAM.gov. You can get a Unique Entity ID for your organization here and you can register for SAM too.

NDAA Section 889 restrictions on specific telecommunications equipment:

Section 889 of the 2019 National Defense Authorization Act prohibits the federal government, government contractors, and grant and loan recipients from procuring or using certain “covered telecommunication equipment or services” that are produced by Huawei, ZTE, Hytera, Hikvision, and Dahua and their subsidiaries as a “substantial or essential component of any system, or as critical technology as part of any system.”

All potential or current contractors with the U.S. Government must review their direct and indirect usage of equipment manufactured by or provided by the above-mentioned companies and/or their subsidiaries. The U.S. Government will require a certification by the Contractor that affirms this. [Click here to open the Embassy Letter with FAR Clauses to be completed and returned to the Embassy.](#)

In cases where this certification is not possible – either because the contractor does use these companies and/or equipment, or the contractor cannot reliably determine this with confidence – the U.S. Government will seek a contract-specific waiver covering a specified period of time not to exceed one year.

To assist with questions or clarifications about specific contract opportunities, the Consulate Procurement and Contracting Section, may be reached through local telephone 042-3603-4171 or via e-mail at shahzadu@state.gov. Please note that this email address is for contracting and procurement inquiries only. Questions related to visas or other issues will not receive a reply.

END OF THE SOLICITATION PACKAGE