

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER	PAGE 1 OF 1 of 80	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER S-BE200-13-Q-0014	6. SOLICITATION ISSUE DATE August 23, 2013		
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Christopher G. Pixley PixleyCG@state.gov		b. TELEPHONE NUMBER(No collect calls) 02/811.5079	8. OFFER DUE DATE/ LOCAL TIME October 4, 2013 At 16:00PM	
9. ISSUED BY U.S. Embassy Procurement Officer Regentlaan/Boulevard du Régent 27 1000 Brussels		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
				13b. RATING		
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO See 9.		CODE	16. ADMINISTERED BY AMERICAN EMBASSY, JAS/GSO			
17a. CONTRACTOR/OFFERER		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Embassy Financial Management Center Regentlaan 27 1000 Brussels		
TELEPHONE NO.						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE
	Maintenance, repair, installation or replacement of various alarm systems and components in U.S. Government owned or rented apartments, residences and office buildings. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					€ Base Year
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) €	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Christopher G. Pixley Contracting officer		31c. DATE SIGNED

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER S-BE200-13-Q-0024 PRICES, BLOCK 23

Continuation/Addendum to SF-1449, RFQ Number S-BE200-13-Q-0024

1. SCOPE OF CONTRACT

The contractor shall provide, install, and maintain residential alarm systems as well as components for the U.S. Embassy Brussels.

The performance period of this contract is from the start date in the Notice to Proceed, tentatively November 1, 2013, and continuing for 12 months, with two one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

2. PRICING

This is a fixed-price indefinite quantity/indefinite delivery contract with two one-year options.

(a) The Contractor shall provide the services for the base period of the contract at the rates shown below and any option years exercised by the Government.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in this contract. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.

(d) The prices listed below shall include all labor, materials, overhead, and profit.

(e) **VALUE ADDED TAX**

Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

2.1. BASE PERIOD (November 1, 2013 – October 31, 2014)

Option Term: 12 month period after Notice to Proceed issued:

2.1.A. FURNISHING OF NEW ALARM SYSTEMS AND COMPONENTS

This paragraph contains only materials. For technical labor, see paragraph. 2.1.D.

Item Name	Ref. Number	Unit Cost	Estimated QTY	Total Cost
Central control panel - 6 zones	DS 7080 IP 32	€	1	€
Central control panel - 8 zones	DS7400/8	€	1	€
Central control panel - 16 zones	DS7400/16	€	1	€
Central control panel - 24 zones	DS7400/24	€	1	€
Digital Keypad LCD	DS7447	€	1	€
Expansion Module (up to 16 zones)	DS7433E	€	1	€
Multiplex Board to expand over 16 zones	DS7430	€	1	€
Expansion Module 8 zones (+ 16 zones)	DS7432	€	1	€
Voice dialer	100777.012	€	1	€
Relais for contact voice dialer		€	1	€
Bracket for relais		€	1	€
ADSL filter		€	1	€
Magnetic contact	A612	€	1	€
Magnetic contact	MM106	€	1	€
Infrared ceiling model	SX-360V	€	1	€
Dual motion detector	BL-D1P	€	1	€
Break sensor	VIPER	€	1	€
Fire detector for alarm central	DP721	€	1	€
Fixed hold up button	ND100GLT	€	1	€
Digital keypad LCD	DS7447	€	1	€
Siren (interior)	S11-A	€	1	€

Siren (exterior)	BORA	€	1	€
Battery central	BS-127	€	1	€
Battery siren	BS-122	€	1	€
Motion detector	DS940Q	€	1	€
Magnetic contact	MM 115	€	1	€
Modem for remote communication	MOD/REM	€	1	€
Cabling, per running meter		€	1	€
Panduit, per running meter		€	1	€
Telephone plug		€	1	€
PS Mini 8		€	1	€
2 Channel Receiver	762REUR-00	€	1	€
Indoor/Outdoor Antenna	797REUR-00	€	1	€
Wireless Receiver	RF3222E	€	1	€
Wireless Contacts	RF3401E	€	1	€
Hold-Up Button	KP1S	€	1	€
Wireless Smoke Detector 433 Mhz	RF280THF	€	1	€
English Eprom for DS7400 V4.05		€	1	€
Broadband ADSL Splitter		€	1	€
Tamper for siren S50		€	1	€
Wireless DUAL-detector	RF835E	€	1	€
Build up Magnetic contact for shutter/gate/door		€	1	€
MPX BUS interface for DS7432		€	1	€
Receiver for RF-contacts – 64 zones		€	1	€
Wireless PIR-detector		€	1	€

Wireless 2-channel Transmitter for DS	RF3332E	€	1	€
Screw feet for OMRON relais MY4 OMRONVOET	OMRONVOET	€	1	€
Relais OMRON 12VDC/5A – MY4USSV12VDC	OMRON12VD	€	1	€

TOTAL ESTIMATED COST NEW ALARM SYSTEMS AND COMPONENTS	€
BASE YEAR	

2.1.B. INSTALLATION OF NEW ALARM SYSTEMS:

2.1.B.1 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 1

Package includes: DS7080 IP32 + 2 keypads + 5 motion sensors + 2 sirens + Voice dialer,
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	3	€
Installation	€	3	€

2.1.B.2 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 2

Package includes: DS7400/8 + 2 keypads + 8 motion sensors + 2 sirens + Voice dialer
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

2.1.B.3 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 3

Package includes: DS7400/16 + 2 keypads + 16 motion sensors + 2 sirens + Voice dialer
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

TOTAL ESTIMATED COST FOR INSTALLATION OF NEW ALARM SYSTEM PACKAGES	€
BASE YEAR	

2.1.C. REPLACEMENT OF ALARM SYSTEM PACKAGES:

2.1.C.1 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 1

Package includes: DS7080 IP 32 + 2 keypads +
 Voice dialer – existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	15	€
Installation	€	15	€

2.1.C.2 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 2

Package includes: DS7400/8 + 2 keypads +
 Voice dialer - existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

2.1.C.3 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 3

Package includes: DS7400/16 + 2 keypads +
 Voice dialer - existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

TOTAL ESTIMATED COST FOR REPLACEMENT OF ALARM SYSTEM PACKAGES	€
BASE YEAR	

2.1.D. TECHNICAL LABOR

These rates are only applicable for installations that are different from the packages in sections 2.1.B.1 to 2.1.B.3.

The subsequent hour(s) can be invoiced for additions to packages (e.g. extra Magnetic contacts).

2.1.D.1 TECHNICAL LABOR DURING NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	3	€
Subsequent Hour	€	3	€

2.1.D.2 TECHNICAL LABOR OUTSIDE OF NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	3	€
Subsequent Hour	€	3	€

TOTAL ESTIMATED TECHNICAL LABOR COST	€
BASE YEAR	

2.1.E. REPAIRS

2.1.E.1 REPAIRS DURING NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	60	€
Subsequent Hour	€	10	€

2.1.E.2 REPAIRS OUTSIDE OF NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	5	€
Subsequent Hour	€	5	€

TOTAL ESTIMATED REPAIR COST	€
BASE YEAR	

2.1.F. ANNUAL PREVENTIVE MAINTENANCE CONTRACT

Price for the preventive maintenance of alarm systems in 7 residences during one day or in combination with other jobs for the US Embassy during that same day, including:

- keeping technical staff available 24 hours a day;
- stocking of spare parts;
- 1 yearly overhaul to clean, adjust and test the system;
- priority for repairs over customers without a Securitas Systems maintenance Contract;
- an advantageous hourly rate outside regular office hours.

	Unit Cost	Estimated QTY	Total €
Base = 7/day	€	160	€

TOTAL ESTIMATED COST FOR MAINTENANCE CONTRACT	€
BASE YEAR	

2.1.G. GRAND TOTAL

Summary:	
- TOTAL ESTIMATED COST NEW ALARM SYSTEMS AND COMPONENTS	€
- TOTAL ESTIMATED INSTALLATION COST NEW ALARM SYSTEM PACKAGES	€
- TOTAL ESTIMATED COST FOR REPLACEMENT OF ALARM SYSTEM PACKAGES	€
- TOTAL ESTIMATED TECHNICAL LABOR COST	€
- TOTAL ESTIMATED REPAIR COST	€
- TOTAL ESTIMATED ANNUAL MAINTENANCE CONTRACT	€
TOTAL ESTIMATED COST PER YEAR – BASE YEAR	€

2.1.H.MINIMUM/MAXIMUM

During the effective period of the contract, the U.S. Government shall order a minimum of € 5,000.00 and a maximum of € 100,000.00 worth of services and supplies.

2.2. FIRST OPTION YEAR PRICES (November 1, 2014 – October 31, 2015)

Option Term: Twelve (12) Months from expiration of base year

In consideration of satisfactory performance of all the scheduled services required under this contract the fixed price for the first option year of the contract is:

2.2.A. FURNISHING OF NEW ALARM SYSTEMS AND COMPONENTS

This paragraph contains only materials. For technical labor, see paragraph. 2.2.D.

Item Name	Ref. Number	Unit Cost	Estimated QTY	Total Cost
Central control panel - 6 zones	DS 7080 IP 32	€	1	€
Central control panel - 8 zones	DS7400/8	€	1	€
Central control panel - 16 zones	DS7400/16	€	1	€
Central control panel - 24 zones	DS7400/24	€	1	€
Digital Keypad LCD	DS7447	€	1	€
Expansion Module (up to 16 zones)	DS7433E	€	1	€
Multiplex Board to expand over 16 zones	DS7430	€	1	€
Expansion Module 8 zones (+ 16 zones)	DS7432	€	1	€
Voice dialer	100777.012	€	1	€
Relais for contact voice dialer		€	1	€
Bracket for relais		€	1	€
ADSL filter		€	1	€
Magnetic contact	A612	€	1	€
Magnetic contact	MM106	€	1	€
Infrared ceiling model	SX-360V	€	1	€
Dual motion detector	BL-D1P	€	1	€
Break sensor	VIPER	€	1	€
Fire detector for alarm central	DP721	€	1	€
Fixed hold up button	ND100GLT	€	1	€
Digital keypad LCD	DS7447	€	1	€

Siren (interior)	S11-A	€	1	€
Siren (exterior)	BORA	€	1	€
Battery central	BS-127	€	1	€
Battery siren	BS-122	€	1	€
Motion detector	DS940Q	€	1	€
Magnetic contact	MM 115	€	1	€
Modem for remote communication	MOD/REM	€	1	€
Cabling, per running meter		€	1	€
Panduit, per running meter		€	1	€
Telephone plug		€	1	€
PS Mini 8		€	1	€
2 Channel Receiver	762REUR-00	€	1	€
Indoor/Outdoor Antenna	797REUR-00	€	1	€
Wireless Receiver	RF3222E	€	1	€
Wireless Contacts	RF3401E	€	1	€
Hold-Up Button	KP1S	€	1	€
Wireless Smoke Detector 433 Mhz	RF280THF	€	1	€
English Eprom for DS7400 V4.05		€	1	€
Broadband ADSL Splitter		€	1	€
Tamper for siren S50		€	1	€
Wireless DUAL-detector	RF835E	€	1	€
Build up Magnetic contact for shutter/gate/door		€	1	€
MPX BUS interface for DS7432		€	1	€
Receiver for RF-contacts – 64 zones		€	1	€

Wireless PIR-detector		€	1	€
Wireless 2-channel Transmitter for DS	RF3332E	€	1	€
Screw feet for OMRON relais MY4 OMRONVOET	OMRONVOET	€	1	€
Relais OMRON 12VDC/5A – MY4USSV12VDC	OMRON12VD	€	1	€

TOTAL ESTIMATED COST NEW ALARM SYSTEMS AND COMPONENTS	€
OPTION YEAR 1	

2.2.B. INSTALLATION OF NEW ALARM SYSTEMS:

2.2.B.1 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 1

Package includes: DS7080 IP32 + 2 keypads + 5 motion sensors + 2 sirens + Voicedialer,

Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	3	€
Installation	€	3	€

2.2.B.2 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 2

Package includes: DS7400/8 + 2 keypads + 8 motion sensors + 2 sirens + Voice dialer

Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

2.2.B.3 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 3

Package includes: DS7400/16 + 2 keypads + 16 motion sensors + 2 sirens + Voice dialer

Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

TOTAL ESTIMATED COST FOR INSTALLATION OF NEW ALARM SYSTEM PACKAGES	€
OPTION YEAR 1	

2.2.C. REPLACEMENT OF ALARM SYSTEM PACKAGES:

2.2.C.1 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 1

Package includes: DS7080 IP 32 + 2 keypads +
 Voice dialer – existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	15	€
Installation	€	15	€

2.2.C.2 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 2

Package includes: DS7400/8 + 2 keypads +
 Voice dialer - existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

2.2.C.3 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 3

Package includes: DS7400/16 + 2 keypads +
 Voice dialer - existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

TOTAL ESTIMATED COST FOR REPLACEMENT OF ALARM SYSTEM PACKAGES	€
OPTION YEAR 1	

2.2.D. TECHNICAL LABOR

These rates are only applicable for installations that are different from the packages in sections 2.2.B.1 to 2.2.B.3.

The subsequent hour(s) can be invoiced for additions to packages (e.g. extra Magnetic contacts).

2.2.D.1 TECHNICAL LABOR DURING NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	3	€
Subsequent Hour	€	3	€

2.2.D.2 TECHNICAL LABOR OUTSIDE OF NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	3	€
Subsequent Hour	€	3	€

TOTAL ESTIMATED TECHNICAL LABOR COST	€
OPTION YEAR 1	

2.2.E. REPAIRS

2.2.E.1 REPAIRS DURING NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	60	€
Subsequent Hour	€	10	€

2.2.E.2 REPAIRS OUTSIDE OF NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	5	€
Subsequent Hour	€	5	€

TOTAL ESTIMATED REPAIR COST	€
OPTION YEAR 1	

2.2.F. ANNUAL PREVENTIVE MAINTENANCE CONTRACT

Price for the preventive maintenance of alarm systems in 7 residences during one day or in combination with other jobs for the US Embassy during that same day, including:

- keeping technical staff available 24 hours a day;
- stocking of spare parts;
- 1 yearly overhaul to clean, adjust and test the system;
- priority for repairs over customers without a Securitas Systems maintenance Contract;
- an advantageous hourly rate outside regular office hours.

	Unit Cost	Estimated QTY	Total €
Base = 7/day	€	160	€

TOTAL ESTIMATED COST FOR MAINTENANCE CONTRACT	€
OPTION YEAR 1	

2.2.G. GRAND TOTAL

Summary:	
- TOTAL ESTIMATED COST NEW ALARM SYSTEMS AND COMPONENTS	€
- TOTAL ESTIMATED INSTALLATION COST NEW ALARM SYSTEM PACKAGES	€
- TOTAL ESTIMATED COST FOR REPLACEMENT OF ALARM SYSTEM PACKAGES	€
- TOTAL ESTIMATED TECHNICAL LABOR COST	€
- TOTAL ESTIMATED REPAIR COST	€
- TOTAL ESTIMATED ANNUAL MAINTENANCE CONTRACT	€
TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 1	€

2.2.H.MINIMUM/MAXIMUM

During the effective period of the contract, the U.S. Government shall order a minimum of € 5,000.00 and a maximum of € 100,000.00 worth of services and supplies.

2.3. SECOND OPTION YEAR PRICES (November 1, 2015 – October 31, 2016)

Option Term: Twelve (12) Months from expiration of option year 1.

In consideration of satisfactory performance of all the scheduled services required under this contract the fixed price for the first option year of the contract is:

2.3.A. FURNISHING OF NEW ALARM SYSTEMS AND COMPONENTS

This paragraph contains only materials. For technical labor, see paragraph. 2.3.D.

Item Name	Ref. Number	Unit Cost	Estimated QTY	Total Cost
Central control panel - 6 zones	DS 7080 IP 32	€	1	€
Central control panel - 8 zones	DS7400/8	€	1	€
Central control panel - 16 zones	DS7400/16	€	1	€
Central control panel - 24 zones	DS7400/24	€	1	€
Digital Keypad LCD	DS7447	€	1	€
Expansion Module (up to 16 zones)	DS7433E	€	1	€
Multiplex Board to expand over 16 zones	DS7430	€	1	€
Expansion Module 8 zones (+ 16 zones)	DS7432	€	1	€
Voice dialer	100777.012	€	1	€
Relais for contact voice dialer		€	1	€
Bracket for relais		€	1	€
ADSL filter		€	1	€
Magnetic contact	A612	€	1	€
Magnetic contact	MM106	€	1	€
Infrared ceiling model	SX-360V	€	1	€
Dual motion detector	BL-D1P	€	1	€
Break sensor	VIPER	€	1	€
Fire detector for alarm central	DP721	€	1	€
Fixed hold up button	ND100GLT	€	1	€
Digital keypad LCD	DS7447	€	1	€

Siren (interior)	S11-A	€	1	€
Siren (exterior)	BORA	€	1	€
Battery central	BS-127	€	1	€
Battery siren	BS-122	€	1	€
Motion detector	DS940Q	€	1	€
Magnetic contact	MM 115	€	1	€
Modem for remote communication	MOD/REM	€	1	€
Cabling, per running meter		€	1	€
Panduit, per running meter		€	1	€
Telephone plug		€	1	€
PS Mini 8		€	1	€
2 Channel Receiver	762REUR-00	€	1	€
Indoor/Outdoor Antenna	797REUR-00	€	1	€
Wireless Receiver	RF3222E	€	1	€
Wireless Contacts	RF3401E	€	1	€
Hold-Up Button	KP1S	€	1	€
Wireless Smoke Detector 433 Mhz	RF280THF	€	1	€
English Eprom for DS7400 V4.05		€	1	€
Broadband ADSL Splitter		€	1	€
Tamper for siren S50		€	1	€
Wireless DUAL-detector	RF835E	€	1	€
Build up Magnetic contact for shutter/gate/door		€	1	€
MPX BUS interface for DS7432		€	1	€
Receiver for RF-contacts – 64 zones		€	1	€

Wireless PIR-detector		€	1	€
Wireless 2-channel Transmitter for DS	RF3332E	€	1	€
Screw feet for OMRON relais MY4 OMRONVOET	OMRONVOET	€	1	€
Relais OMRON 12VDC/5A – MY4USSV12VDC	OMRON12VD	€	1	€

TOTAL ESTIMATED COST NEW ALARM SYSTEMS AND COMPONENTS	€
OPTION YEAR 2	

2.3.B. INSTALLATION OF NEW ALARM SYSTEMS:

2.3.B.1 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 1

Package includes: DS7080 IP32 + 2 keypads + 5 motion sensors + 2 sirens + Voicedialer,
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	3	€
Installation	€	3	€

2.3.B.2 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 2

Package includes: DS7400/8 + 2 keypads + 8 motion sensors + 2 sirens + Voice dialer
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

2.3.B.3 INSTALLATION OF NEW ALARM SYSTEM - PACKAGE 3

Package includes: DS7400/16 + 2 keypads + 16 motion sensors + 2 sirens + Voice dialer
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

TOTAL ESTIMATED COST FOR INSTALLATION OF NEW ALARM SYSTEM PACKAGES	€
OPTION YEAR 2	

2.3.C. REPLACEMENT OF ALARM SYSTEM PACKAGES:

2.3.C.1 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 1

Package includes: DS7080 IP 32 + 2 keypads +
 Voice dialer – existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	15	€
Installation	€	15	€

2.3.C.2 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 2

Package includes: DS7400/8 + 2 keypads +
 Voice dialer - existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

2.3.C.3 REPLACEMENT OF ALARM SYSTEMS, INCLUDING INSTALLATION – PACKAGE 3

Package includes: DS7400/16 + 2 keypads +
 Voice dialer - existing detection, sirens.
 Excluded: Cabling

	Unit Cost	Estimated QTY	Total €
Materials	€	0	€
Installation	€	0	€

TOTAL ESTIMATED COST FOR REPLACEMENT OF ALARM SYSTEM PACKAGES	€
OPTION YEAR 2	

2.3.D. TECHNICAL LABOR

These rates are only applicable for installations that are different from the packages in sections 2.3.B.1 to 2.3.B.3.

The subsequent hour(s) can be invoiced for additions to packages (e.g. extra Magnetic contacts).

2.3.D.1 TECHNICAL LABOR DURING NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	3	€
Subsequent Hour	€	3	€

2.3.D.2 TECHNICAL LABOR OUTSIDE OF NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	3	€
Subsequent Hour	€	3	€

TOTAL ESTIMATED TECHNICAL LABOR COST	€
OPTION YEAR 2	

2.3.E. REPAIRS

2.3.E.1 REPAIRS DURING NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	60	€
Subsequent Hour	€	10	€

2.3.E.2 REPAIRS OUTSIDE OF NORMAL WORKING HOURS

	Unit Cost	Estimated QTY	Total €
First Hour (including travel)	€	5	€
Subsequent Hour	€	5	€

TOTAL ESTIMATED REPAIR COST	€
OPTION YEAR 2	

2.3.F. ANNUAL PREVENTIVE MAINTENANCE CONTRACT

Price for the preventive maintenance of alarm systems in 7 residences during one day or in combination with other jobs for the US Embassy during that same day, including:

- keeping technical staff available 24 hours a day;
- stocking of spare parts;
- 1 yearly overhaul to clean, adjust and test the system;
- priority for repairs over customers without a Securitas Systems maintenance Contract;
- an advantageous hourly rate outside regular office hours.

	Unit Cost	Estimated QTY	Total €
Base = 7/day	€	160	€

TOTAL ESTIMATED COST FOR MAINTENANCE CONTRACT	€
OPTION YEAR 2	

2.3.G. GRAND TOTAL

Summary:	
- TOTAL ESTIMATED COST NEW ALARM SYSTEMS AND COMPONENTS	€
- TOTAL ESTIMATED INSTALLATION COST NEW ALARM SYSTEM PACKAGES	€
- TOTAL ESTIMATED COST FOR REPLACEMENT OF ALARM SYSTEM PACKAGES	€
- TOTAL ESTIMATED TECHNICAL LABOR COST	€
- TOTAL ESTIMATED REPAIR COST	€
- TOTAL ESTIMATED ANNUAL MAINTENANCE CONTRACT	€
TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 2	€

2.3.H. MINIMUM/MAXIMUM

During the effective period of the contract, the U.S. Government shall order a minimum of € 5,000.00 and a maximum of € 100,000.00 worth of services and supplies.

2.4. GRAND TOTAL PRICE

Base Year Total: €
 First Option Year Total: €
 Second Option Year: € _____
 Grand Total: €

**CONTINUATION TO SF-1449,
RFQ NUMBER S-BE200-13-Q-0024
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**

1. PERFORMANCE WORK STATEMENT

The Contractor shall activate and/or provide, install and repair alarm systems and components in Residences, Key Numbers and U.S. Government Office Buildings in the greater Brussels area covered under this contract. The alarm systems provided shall interface with a central alarm monitoring system (CAMS) using voice dialers supplied by the Contractor as necessary. The system, when activated, shall sound an alarm at the Local Guard Force “KOBLENZ” base operations center (called “the Center”) and the Contractor shall be able to monitor all alarm soundings for immediate reaction.

The alarm systems shall have available and make use of common hardwire/wireless alarm sensors/transmitters, including, but not limited to, the following:

- window/door contact sensors or motion detectors
- hand-held panic buttons

In the case of wireless sensors/transmitters, long-life lithium batteries to be used only for backup power shall be provided with the equipment. The alarm systems and all components shall meet or exceed commonly accepted U.S. industry standards for design, reliability and performance for the detection of unauthorized intrusions while minimizing the number of “false” alarms.

The Government shall notify the Contractor as soon as it has notice or becomes aware of any damage or destruction to voice dialer or detection equipment from any cause, including damage or destruction by electric storm. It is agreed that the Contractor will not be able to provide service until the damage or destruction is repaired, except in the case of an emergency telephoned into the Contractor’s control room.

- The Contractor will replace existing landlord residential alarm systems by systems listed in this contract.

- The contractor will perform the annual maintenance of residential alarm systems, as required under Belgian Law.

1.1. MONITORING

The Contractor shall maintain a 24-hour, 365-day per year operation center. The Contractor must staff the operation center with personnel who possess working-level English language capability. The Center shall be responsible for receiving alarms/signals from Government residences, office locations, employees, or dependents indicating a need for emergency assistance.

1.2 SERVICES

The Contractor shall provide the following services throughout the duration of this contract:

1.2.1. General:

- 1.2.1.a. Technical managers and supervisory staff responsible for organizing, Managing and supervising in order to ensure fulfillment of the contractual Commitments and liaising on a regular basis with the Contracting Officer's Representative.
- 1.2.1.b. The necessary personnel to maintain the installations entrusted. These staff, provided by the contractor, shall be equipped with all the necessary tools, equipment and elevation platforms/ladders to perform repairs.

1.2.2. Repairs:

All malfunctioning equipment will be repaired by the contractor under this contract. When a piece of equipment, or a part thereof, is considered un-repairable, the contractor will replace such by new equipment, or equipment components, as listed in this contract.

The contractor, however, shall obtain the explicit approval by the COR (Contracting Officer's Representative), before replacing any un-repairable equipment, or parts thereof, before proceeding with such replacement.

1.2.3. Deliverables:

The contractor shall maintain a sufficient stock of spare parts for repair and replacement of alarm systems covered by this contract.

1.3 LOGS AND RECORDS

The contractor shall keep a complete log of all calls, follow-up actions, report malfunctions, and equipment maintenance and provide a copy to the Government.

1.4 START-UP OF EXISTING ALARM SYSTEMS

The contractor shall survey and activate existing alarm systems in designated Residences Key Numbers or U.S. Government Office Buildings. After each activation, the Contractor shall run a complete test of the system, including a test of each individual detection unit, the siren(s), and the central unit. In case of troubleshooting, the Contractor will determine the fault and perform any necessary repairs to make the system operable, in consultation with the COR. The Contractor shall be responsible for the maintenance and testing of each activated system thereafter. The Contracting Officer shall issue task orders for each activation required.

1.5 FURNISHING AND INSTALLATION OF NEW ALARM SYSTEMS

1.5.1. DESCRIPTION

The Contractor shall provide, install, and activate new electronic alarm systems, consisting of the components following hereafter in designated one-floor residences on the main access floor only (In multi-floored houses, including those with basements, the Contractor shall alarm all accessible windows and doors):

- central alarm panel with minimum of 5 zones
- two digital LCD key pads
- voice dialer reporting
- electrical connection
- battery back-up (24 hours minimum capacity)
- infra-red detectors/radar motion detectors, magnetic contact sensors
- hard wired and hand-held panic alarm buttons,
- all necessary wiring and cabling
- one interior and one exterior siren with strobe light

Task orders will be issued for each installation required.

The Contractor shall not install more than the maximum number of sensors (6) without the specific approval by the COR. The Contractor will furnish and perform all cabling in such a way as to cause as little damage and visible disruption to the residence interior as possible. The Contractor shall fit all cabling into new or existing conduit.

The contractor shall rely on its professional judgment in determining the number and the placement of the above detection components, and the way the cabling is routed, but will assure intrusion detection at any location. However, if during the performance acceptance inspection by the COR it is found that, due to a misjudgment by the Contractor, the installation shows weak spots where the intended security of a location is compromised, the COR shall have the right to request the Contractor to move the placement of any alarm system component installed by the Contractor until satisfactory security coverage is reached, without extra cost to the Government.

Each installation will be followed by a complete testing of the system, including a test of each system component, by the Contractor. The Contractor shall be responsible for the maintenance of each installed system thereafter. The Contractor shall replace inoperable alarms within twelve (12) hours from when the test is completed. If the Contractor needs to deviate from the twelve (12) hour requirement, the request for deviation shall be sent in writing to the COR for approval and shall be of no cost to the USG.

1.5.2.ACCESS

The Contractor shall ask the COR for permission to access properties covered under this contract, The COR, or his representative, will make oral emergency requests and will provide written authorization for routine maintenance. The Contractor shall not make requests for access for routine maintenance directly to the resident.

1.5.3 SECURITY CLEARANCE

All contractor employees designated to fulfill this contract shall be subjected to a security background clearance process prior to starting work under this contract. Failure to provide security cleared personnel will be grounds for immediate cancellation of this contract. The

contractor shall endeavor to maintain the same employees for performance under this contract to reduce costs associated with turnover.

1.5.4. TYPE OF EQUIPMENT

The Contractor shall propose and furnish only equipment that is adequate to complete performance under this contract.

1.5.5. INSTALLATION WARRANTY

The Contractor shall warrant all the systems furnished and installed by the Contractor against troubleshooting as a result of faulty or inappropriate installation. The Contractor shall correct any such faults without charge to the Government during the term of this contract.

1.5.6. OPERATION INSTRUCTIONS BOOKLET

Upon each installation the Contractor provides to the resident an operation instructions booklet in the English language with instructions on how to activate/deactivate and reset the alarm system, and how to input the secret keypad code.

1.5.7. SCHEMATICS/DIAGRAMS

The Contractor shall provide to the COR an alarm schematic/diagram for each residence, Key Number or U.S. Government Office Building that is added to the contract. The schematics/diagrams detail where, and what type of sensors have been installed, and shall be provided within ten (10) days of installation.

1.6. REMOVAL OF EXISTING ALARM SYSTEMS

When directed by the Contracting Officer, the Contractor shall remove alarm systems in designated apartments, residences or U.S. Government Office Building, to include removal of all cabling. The Contractor shall use maximum care as to cause minimal damage to the building while removing the alarms and cabling.

A database of removed equipment will be kept and forwarded to the COR, together with the monthly report.

2. DELIVERY SCHEDULE

2.1. Installation of new alarm systems: Each individual newly installed alarm system must be completed, made operational and tested within maximum one (1) working day (8:00-18:00).

2.2. Individual appointments with residents for the for the installation of new alarm systems will be made by the COR. The COR will give the Contractor a task order with at least five (5) working days' notice before each individual installation/activation appointment.

2.3. Unscheduled emergency repair services will be performed by the contractor on a 24-hour basis, including week-ends and holidays, whenever he receives a request from the Contracting Officer's Representative or his/her designated representative. The contractor shall promptly respond to all Embassy requests for repairs, and this within a maximum delay of **two (2) working**

hours.

2.4. Annual maintenance shall be scheduled in advance by the contractor in cooperation with the COR.

2.5. DELIVERY SCHEDULE

The following items shall be delivered under this contract:

<u>Description</u>	<u>Qty</u>	<u>Delivery Date</u>	<u>Deliver To</u>
Operation instruction booklet (English) See section 1.4.6.	1	Upon installation	Resident + COR
Schematics/diagrams See section 1.4.7.	1	10 days after install	COR
Monthly reports See section 6	1	Monthly	COR

2.6. PERIOD OF PERFORMANCE

The contract shall be effective as from the date of Notice to Proceed, estimated November 1, 2013, and shall remain in effect for twelve (12) months, with two option years in accordance with FAR 52.217-9.

The Contracting Officer may also extend this contract for an additional six (6) months, if required by the Government, in accordance with the FAR clause 52.217-8 OPTION TO EXTEND SERVICES, in SECTION 2 of this contract.

3. TASK ORDERS

The Contracting Officer will issue task orders to the Contractor to perform any work under this contract. If a task is given orally, it will be followed up by a written task order within two (2) days of the oral order. All task orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed. If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by fax, or by electronic commercial methods only if authorized in the Schedule.

4. PROJECT MANAGEMENT AND SUPERVISION

In view of the importance of this project, the Contractor shall assign a specific project manager who will be the direct liaison with the COR concerning all work related to this contract. It will be the project manager’s task to direct, schedule, supervise, inspect and test the work under this contract, and to receive instructions from the COR. The Contractor’s project manager shall be able to speak and understand the English language at Level 2. Level 2 is defined as being able to verbally satisfy routine demands and limited work requirements, and being able to comprehend simple written material on subjects within a familiar context.

Quality control shall be the responsibility of the Contractor. The Contractor shall perform inspection visits to the work site on a regular basis. These visits shall be coordinated with the COR, but shall be surprise inspections to those working on the contract.

5. COVERAGE DURING EXTENDED POWER OUTAGES

If power outages last longer than the alarm system's reserve battery power, the Contractor shall coordinate with the COR to provide additional reserve battery power until power is restored.

6. REPORTING

- After execution of each job under this contract, the contractor will draft a full work report and forward such to the Contracting Officer's Representative.
- Each work report must contain the following elements: date, time of arrival and time of departure of each technician at the work site, description of the contractor's performance, detailed list of all parts used, address of the work site, KN (LQA) name and signature of the responsible technician, name and signature of the COR or in his absence the client at the work site.
- A full alarm system database will be kept by the contractor and forwarded each month to the COR. This database will include an installation report for each new residence, a history of interventions on all residences and a summary of total amount of installations, repairs, replacement and removals during the course of the month.

7. SUBCONTRACTING

The Contractor shall not subcontract any work to be performed without the express consent of the Contracting Officer.

8. DEFINITIONS

“**Central processor/control box**” is a unit that receives and analyzes input from the sensors installed in various zones being protected and communicates via the voice dialer to the Central Alarm Monitoring System (CAMS) located at a base operations center.

“**Keypad**” is a component used to activate, deactivate, and program the alarm system. Commands are entered by pressing various buttons on the unit.

“**Voice dialer**” is the primary transmitter that establishes a telephone signal link for communication between the control box and the CAMS at the base operations center.

“**Receiver**” is the component which receives signals from the wireless alarm sensors/transmitters and relays data to the control box for processing.

“**Door/window contact sensors**” are magnetic-type sensors that are mounted on windows and doors to signal when they have been opened.

“**Motion sensors**” are sensors which utilize one or a combination of several different technologies to detect the motion of an intruder and signal his/her presence in a protected zone. Common technologies used include employment of passive infrared (PIR) and/or microwave signals.

“**Hand-held panic alert buttons**” are small, remote-control-type units that can be carried on one’s person in or near the protected property. In case of an emergency, the button can be pressed to signal for assistance from a react team.

“**Interior siren**” is an audible alarm positioned inside the protected property to alert the occupants to an alarm condition.

“**Exterior siren and strobe light**” consist of an audible alarm and flashing light which are mounted on the exterior of the protected property. When activated they clearly signal to neighbors, passersby, or responding authorities that an apparent unauthorized entry is in progress and may also deter an intruder from continuing illegal activity and cause them to flee.

“**Panduit**” means the cable ties that are used to secure the cabling and wiring to the interior and exterior walls.

“**American Embassy**” and “**Embassy**” mean the diplomatic or consular mission of the United States of America for which services are provided under this contract.

“**Department**” means the Department of State, including all of its activities wherever located.

“**Government**” means the Government of the United States of America unless specifically stated otherwise.

9. INSPECTION BY GOVERNMENT:

The services and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

9.1 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP 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
<u>Services.</u> Performs the activation, installation and repair of alarm systems and components in	1 thru 7	All required services are performed and no more than two

Residences, Key Numbers and U.S. Government Office Buildings in the greater Brussels area set forth in the performance work statement (PWS)		(2) customer complaints are received per month
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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 two (2) customer complaints per year. 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 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

9.4 PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) 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.
- (d) 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.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) 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. SECURITY

General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract.

Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

11. STANDARDS OF CONDUCT

(a) 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 required. Each Contractor employee is expected to 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.

(b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(c) 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 that produce similar effects.

(d) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These 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; or,
- organizing or participating in gambling in any form.

(e) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall

remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the contractor shall reimburse the Government for the cost of rekeying that portion of the system.

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

12. PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

13. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, and premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) 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.

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary.

The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from an incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

(f) Workers' Compensation and Employer's Liability

Workers' Compensation and
Occupational Disease

*Statutory--as required by
host country law*

Employer's Liability

14. ORDERING OFFICIAL

The designated ordering individual under FAR 52.216-18 is the Contracting Officer.

15. CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before it is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

16. CONTRACT EXCLUSIONS

Are excluded from this contract: Acts of God, war, strike, turmoil, legal restrictions and all exceptional circumstances out of the contractor's ability to control.

17. DUTIES

The COR (Contracting Officer's Representative) is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

18. PAYMENTS

Payments shall be authorized against Contractor's proper invoices that have been approved by the COR or designee. Invoices shall be submitted on a monthly basis for services performed during the previous month. Payment will be made in accordance with FAR 52.232-25 Prompt Payment in Section 7, upon certification of satisfactory performance by the COR.

Prices will be net and without taxes, of which the Embassy is exempted.

Contractor's original invoices are payable in full within 30 days after receipt of a valid invoice.

19. INVOICE REQUIREMENTS

(a) The Contractor shall submit on a monthly basis invoices in English in an original and 1 copy WITHOUT ANY VAT, for services rendered to the payment office at the address shown in paragraph (d) below. Payments shall be authorized against the Contractor's proper invoices that have been approved by the COR or designee.

Payment will be made in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS in Section 2, upon certification of satisfactory performance by the COR.

The Contractor's original invoices are payable in full within 30 days after receipt of a valid invoice.

A proper invoice must include the following information.

- (1) Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
- (2) Invoice date and number.
- (3) Embassy contract number
- (4) Summary of services and location (Key Type Number), intervention date, attached worksheet (signed by the occupant or the Embassy representative acknowledging that the work has been satisfactorily performed)
- (5) Prompt payment discount, if any.
- (6) Name, title, phone number, and address of person to contact in case of an incorrect invoice.

(b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within seven calendar days. The Contractor must then submit a proper invoice.

(c) It shall be the COR who will interact with the Contractor on any invoice problems.

(d) The contractor shall send preferably E-invoices to:

E-invoice address: BruFMCAccountsProc@state.gov

**U.S. Embassy,
Financial Management Center,
Regentlaan 27 Bd. du Régent,**

**Attachment 1 to Description/Specifications/Performance Work Statement, Government
Furnished Property:**

CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, and supplies required to perform. Such items include, but are not limited to:

- Central Alarm Monitoring System using voice dialers via telephone lines
- LCD key pads
- Electrical connections
- Long-life lithium battery back-ups for when power outages occur with replacements (24 hours minimum capacity)
- Window/door magnetic contact sensors or motion detectors
- Hard wired and hand-held panic alarm buttons
- All necessary wiring and cabling
- Central alarm panels with maximum 16 zones (maximum one alarm per zone only)
- Sirens and strobe lights
- Operating instructions in English
- Alarm schematic/diagrams
- List of (after hour) technicians

The Contractor shall maintain sufficient spare parts, etc., for all Contractor-furnished materials to ensure uninterrupted services.

**Attachment 2 to Description/Specifications/Performance Work Statement, Government
Furnished Property:**

LIST OF ALARM SYSTEMS

BRAND	MODEL NUMBER	ESTIMATED QUANTITY
BOSCH	DS7060	87
BOSCH	DS7080 IP 32	21
BOSCH	DS7400 XI-BEE	56
FBI	XL5	3
TEXECOM	PREMIER 168	1

**Attachment 3 to Description/Specifications/Performance Work Statement, Government
Furnished Property:**

KEY TYPES AND ADDRESSES

The exact addresses and types of alarm systems will be provided upon award of the contract

KEY TYPE	ADDRESS
K465	1200 Brussels
K466	1150 Woluwe St. Pierre
K537	1000 Brussels
K539	1170 Brussels
K547	1933 Sterrebeek
K549	3078 Everberg
K554	1933 Sterrebeek
K557	1200 St. Lambrechts Woluwe
K563	3080 Vossem Tervuren
K564	3080 Vossem Tervuren
K569	1933 Sterrebeek
K577	1200 St. Lambrechts Woluwe
K589	1410 Waterloo
K592	1150 Woluwe St. Pierre
K602	1933 Sterrebeek
K628	1933 Sterrebeek
K637	3080 Vossem
K643	3080 Vossem
K649	2930 Brasschaat
K653	1150 Brussel
K663	1200 St. Lambrechts Woluwe

K697	1932 St. Stevens Woluwe
K698	1200 St. Lambrechts Woluwe
K707	1970 Wezembeek-Oppem
K708	1970 Wezembeek-Oppem
K710	3080 Vossem Tervuren
K714	1933 Sterrebeek
K731	1150 Woluwe St. Pierre
K743	1150 Woluwe St. Pierre
K744	1933 Sterrebeek
K750	1150 Woluwe St. Pierre
K756	1050 Elsene
K758	3080 Vossem
K764	1050 Elsene
K766	1150 Brussel
K767	1950 Kraainem
K769	1950 Kraainem
K771	1933 Sterrebeek
K772	1933 Sterrebeek
K773	1150 Brussel
K774	1150 Brussel
K777	1410 Waterloo
K780	1933 Sterrebeek
K782	1933 Sterrebeek
K783	1950 Kraainem
K784	1950 Kraainem
K785	1050 Elsene

K786	3080 Vossem Tervuren
K787	1950 Kraainem
K792	1160 Oudergem
K793	1160 Oudergem
K803	3080 Vossem
K805	3080 Vossem Tervuren
K806	1050 Ixelles
K808	1200 St. Lambrechts Woluwe
K809	1933 Sterrebeek
K814	1933 Sterrebeek
K817	1200 Brussel
K818	1640 St. Genesius Rode
K820	1950 Kraainem
K822	3078 Everberg
K823	1040 Brussel
K837	1200 Brussel
K839	3080 Vossem Tervuren
K841	1000 Brussels
K843	3080 Vossem Tervuren
K844	1150 Woluwe St. Pierre
K848	3080 Vossem
K851	1060 Saint-Gilles
K859	1040 Etterbeek
K861	1040 Etterbeek
K862	1200 St. Lambrechts Woluwe
K864	1933 Sterrebeek

K867	1933 Sterrebeek
K868	1200 Woluwe-Saint-Lambert
K869	1933 Sterrebeek
K870	1933 Sterrebeek
K871	1933 Sterrebeek
K873	1950 Kraainem
K874	1950 Kraainem
K875	1200 St. Lambrechts Woluwe
K877	1933 Sterrebeek
K879	2930 Brasschaat
K881	1150 Woluwe St. Pierre
K882	1970 Wezembeek-Oppem
K883	1933 Sterrebeek
K884	1150 Woluwe St. Pierre
K885	1950 Kraainem
K887	1160 Auderghem
K888	3078 Kortenberg
K889	1950 Kraainem
K890	2930 Brasschaat
K891	1933 Sterrebeek
K892	1950 Kraainem
K893	1950 Kraainem
K895	1160 Auderghem
K897	1410 Waterloo
K898	1950 Kraainem
K902	3080 Tervuren

K903	1970 Wezembeek-Oppem
K904	1150 St. Pieters-Woluwe
K906	1040 Etterbeek
K907	3080 Tervuren
K908	1933 Sterrebeek
K910	1150 Woluwe St. Pierre
K912	1970 Wezembeek-Oppem
K913	1180 Ukkel
K914	1410 Waterloo
K915	1970 Wezembeek-Oppem
K917	1410 Waterloo
K918	1050 Elsene
K919	1410 Waterloo
K920	1410 Waterloo
K923	1150 Woluwe-Saint-Pierre
K924	1150 Woluwe-Saint-Pierre
K925	1150 Woluwe-Saint-Pierre
K926	1150 Woluwe-Saint-Pierre
K927	1000 Brussel
K928	1040 Etterbeek
K929	1150 Woluwe St. Pierre
K930	1140 Evere
K931	1140 Evere
K932	1140 Evere
K933	1150 Woluwe St. Pierre
K934	1410 Waterloo

K935	3090 Overijse
K936	1950 Kraainem
K937	1980 Kraainem
K938	1150 Woluwe St. Pierre
K939	1040 Etterbeek
K940	1970 Wezembeek-Oppem
K941	1933 Sterrebeek
K943	1150 Woluwe St. Pierre
K946	1160 Auderghem
K953	1150 Woluwe St. Pierre
K954	1150 Woluwe St. Pierre
K955	1150 Woluwe St. Pierre
K956	1150 Woluwe St. Pierre
K957	1150 Woluwe St. Pierre
K958	1150 Woluwe St. Pierre
K959	1150 Woluwe St. Pierre
K960	2950 Kapellen
LQA67	1933 Sterrebeek
LQA76	1950 Kraainem
LQA104	1950 Kraainem
Q002	1140 Evere
R001	1000 Bruxelles
R002	1180 Brussel
R036	1150 Brussel
R077	3080 Vossem Tervuren
R112	1160 Ouderghem

R115	1150 Woluwe St. Pierre
R127	1150 Bruxelles
R128	1030 Schaarbeek
R131	1150 Brussel
R136	1180 Brussel
R144	1040 Brussel
R146	1160 Oudergem
R147	1200 St. Lambrechts Woluwe
R158	1040 Brussel
R159	1050 Ixelles
R160	1150 Woluwe-Saint-Pierre
R161	1970 Wezembeek-Oppem
R162	1200 Woluwe St. Lambert
R163	1150 Woluwe-Saint-Pierre
R166	1150 St. Pieters-Woluwe
R167	1040 Etterbeek
R168	1150 Woluwe St. Pierre
R169	1150 Woluwe St. Pierre
R170	1150 Woluwe St. Pierre
R171	1150 Woluwe St. Pierre
B050	1930 Zaventem
B056	1210 St. Joost-Ten-Node

SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), 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 2013)

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

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

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

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

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

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

___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

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

- __ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (11) [Reserved]
- __ (12)(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).
- __ (13)(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](#).
- __ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- __ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of [52.219-23](#).
- __ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- __ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

- ___ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (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) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([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 (Mar 2012) of [52.225-3](#).
- ___ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- ___ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- ___ (41) [52.225-5](#), Trade Agreements (NOV 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (42) [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).
- ___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(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:

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

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

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

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

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

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

___ (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

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

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

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

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

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

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

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

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

—Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

**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 this/these address(es):

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://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at **Error! Reference source not found.** to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

**THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE
INCORPORATED BY REFERENCE**

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4 52.228-5	Workers' Compensation and War-Hazard Insurance Overseas APR 1984) Insurance - Work on a Government Installation (JAN 1997)
52.250-2	Safety Act Coverage Not Applicable (FEB 2009)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less € **5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of € **100,000.00**;

(2) Any order for a combination of items in excess of € **100,000.00**; or

(3) A series of orders from the same ordering office within **two** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

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 **36 months/3 years**.

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) *Definitions*. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar 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 CLAUSES ARE PROVIDED IN FULL TEXT

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

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.

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.
- (a) Invoice Submission. The contractor shall submit invoices in English in an original and one (1) copy WITHOUT ANY VAT to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
 - (1) Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
 - (2) Invoice date and number.
 - (3) Embassy contract number
 - (4) Summary of services and location (Key Type Number), intervention date, attached worksheet
(signed by the occupant or the Embassy representative acknowledging that the work has been satisfactorily performed)
 - (5) Prompt payment discount, if any.
 - (6) Name, title, phone number, and address of person to contact in case of an incorrect invoice.
- (b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within seven calendar days. The Contractor must then submit a proper invoice.
- (c) It shall be the COR who will interact with the Contractor on any invoice problems.
- (d) The contractor shall send preferably E-invoices to:

E-invoice address: BruFMCAccountsProc@state.gov

**U.S. Embassy,
Financial Management Center,
Regentlaan 27 Bd. du Régent,
1000 Brussels.**

(e) The designated Government payment office for this contract is also shown in Block 18a of Standard Form 1449, "Solicitation, Contract, Order for Commercial Items".

(f) Payment shall be made in EURO.

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

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

(a) The Department of State observes the following days as holidays in 2013:

<u>HOLIDAY</u>	<u>DAY</u>	<u>DATE</u>	<u>TYPE</u>
New Year's Day	Tuesday	Jan 1	US/Belgian
Martin Luther King Jr's Birthday	Monday	Jan 21	US
Washington's Birthday	Monday	Feb 18	US
Good Friday	Friday	March 29	Local/EU
Easter Monday	Monday	April 1	Belgian
Labor Day	Wednesday	May 1	Belgian
Ascension Day	Thursday	May 9	Belgian
Whit-Monday	Monday	May 20	Belgian
Memorial Day	Monday	May 27	US
Independence Day	Thursday	July 4	US
National Day (observed on)	Monday	July 22	Belgian
Assumption Day	Thursday	Aug 15	Belgian
Labor Day	Monday	Sep 2	US
Columbus Day	Monday	Oct 14	US
All Saints Day	Friday	Nov 1	Belgian
Veterans Day	Monday	Nov 11	US/Belgian
Thanksgiving Day	Thursday	Nov 28	US
Christmas Day	Wednesday	Dec 25	US/Belgian
Boxing Day	Thursday	Dec 26	Local/EU

(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 **the Residential and Facilities Security Coordinator**.

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

The contractor warrants the following:

(a) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(b) That is has obtained all necessary licenses and permits required to perform this contract; and,

(c) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (FEB 2012) 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:

(1) **Name of a Project Manager** (or other liaison to the 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 two (2) 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 Belgium 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) Evidence that the Contractor has the capability to install and maintain the alarm systems under this RFP.

A.3. If required by the solicitation, provide either:

- a) a copy of the **Certificate of Insurance**, or
- b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

Clause	Title and Date
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)

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

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

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

- (a) competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals,

the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of Section 3. The Government may also review experience and past performance to verify quality of past performance.
- c) **Price Evaluation.** 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 reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** 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
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS
ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items. (Dec 2012)

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

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

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

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

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

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

“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.

“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.

“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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

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

(2) *Veteran-owned small business concern.* The offeror represents as part of its offer that it is, or is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* 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.* The offeror represents, for general statistical purposes, 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.* The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that—

(i) It o is, o 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 o is, o 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. 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. The offeror represents that—

(i) It o is, o 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 o is, o 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. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) *Women-owned business concern (other than small business concern).* The offeror represents that it o 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)

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

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the

certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

(11) *HUBZone small business concern*. The offeror represents, as part of its offer, that—

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

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(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 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If

any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

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

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

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

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

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

Line Item No. Country of Origin

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade 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

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

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

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

Canadian End Products:

Line Item No.

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [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 Act-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

(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

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that 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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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) o Are, o 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) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

Listed End Product	Listed Countries of Origin

(2) *Certification.*

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

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

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

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

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

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

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

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

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

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

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

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

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);

- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It 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 e-mail 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 \$3,000 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.

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

(b) The contracting officer has determined that for performance in the country of Belgium

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

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.