



U.S. EMBASSY
NEW DELHI
INDIA

Dear Prospective Quoter:

Subject: Our Solicitation Number **S-IN650-12-Q-0088**

Enclosed is a Request for Quotations (RFQ) for performing Safety Inspection, Assessment, and Baseline Service of Medium Voltage Equipment for the three VR-32 phase tanks, Cooper Power Systems Medium Voltage (MV), Automatic Voltage Regulator (AVR) located at U.S. Embassy, New Delhi, India. If you would like to submit a quotation, please refer to Section 3 and READ carefully – Solicitation Provisions on Page #19 in order to understand how to submit a quotation and submit it to the address shown on the Standard Form 1449 that follows this letter. Quotations not complying with the requirements specified in Section 3 may be deemed as incomplete and may be excluded from further consideration. Also, except for the concerned sections, please do not submit the entire copy of this solicitation along with your quotation.

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

In order for a quotation to be considered, you must complete and submit the following to the undersigned by the designated time and date:

1. Blocks 12, 17a, 30a, 30b and 30c of the covering SF-1449
2. The Price Schedules in Section 1
3. Section 5 on Representations and Certifications
4. All additional information requested for in Section 3.

Quotations are due by 1500 **hours on 9 July, 2012**. Quotations **must be either physically delivered** to the undersigned at Gate 'C', Chandragupta Marg, Chanakyapuri, New Delhi - 110021, India or through e-mail to the contracting officer Ms. Carrie Basnight at basnightcl@state.gov . Offerors **must not** forward through courier their quotations. Quotations received after the due time and date shall be dealt with in accordance with the procedures in FAR provision 52.212-1(f).

Direct any questions regarding this solicitation to Mr. Ashok Chellaramani at 91-11-2419-8739 during regular business hours.

Sincerely,



Carrie L Basnight
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 3 OF 45	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER S-IN650-12-Q-0088	6. SOLICITATION ISSUE DATE June 22, 2012		
7. FOR SOLICITATION INFORMATION CALL	a. NAME CONTRACTING OFFICER		b. TELEPHONE NUMBER(No collect calls) 91-11-24198728	8. OFFER DUE DATE/ LOCAL TIME July 9, 2012/3:00 P.M.		
9. ISSUED BY AMERICAN EMBASSY – NEW DELHI, INDIA SHANTIPATH, CHANAKYAPURI NEW DELHI		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO AMERICAN EMBASSY – NEW DELHI, INDIA SHANTIPATH, CHANAKYAPURI, NEW DELHI		CODE	16. ADMINISTERED BY CODE			
17a. CONTRACTOR/	CODE	FACILITY	18a. PAYMENT WILL BE MADE BY FINANCIAL MANAGEMENT CENTER AMERICAN EMBASSY – NEW DELHI, INDIA SHANTIPATH, CHANAKYAPURI, NEW DELHI			
<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 checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Safety Inspection, Assessment, and Baseline Service Of Medium Voltage Equipment and Systems at US Embassy, New Delhi, India. SEE ATTACHED (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" 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 2 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)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
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Computer Generate **STANDARD FORM 1449 (REV 4/2002)**
Prescribed by GSA - FAR (48 CFR) 53.212

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER **S-IN650-12-Q-0088**, PRICES, BLOCK 23

Scope of Services

The contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The intent of this service work is to obtain a baseline assessment of the site MV- AVR & Transformer, which will be used to project future scheduling of equipment servicing and overhaul. The price listed below for performing Safety Inspection, Assessment, and Baseline Service of Medium Voltage Equipment for the Three VR-32 phase tanks, Cooper Power Systems Medium Voltage (MV), Automatic Voltage Regulator (AVR) shall be a fixed price inclusive of all labor, equipment, materials, shipping, travel, per diem, overhead and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the contractor shall be paid a firm fixed-price for all services. The contractor's price proposal must allow for time delays that may be encountered in coordination of a planned AVR outage. Including but not limited to delayed access to certain building spaces, meetings and report writing. No additional funds will be provided to compensate for additional time requirements or delays that could have been reasonably anticipated.

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is to perform Safety Inspection, Assessment, and Baseline Service of Medium Voltage Equipment for the Three VR-32 phase tanks, Cooper Power Systems Medium Voltage (MV), Automatic Voltage Regulator (AVR) in accordance with Attachment 'A'.
- B. After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date on which performance shall start.

C. QUALITY ASSURANCE PLAN (QAP).

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all Safety Inspection, Assessment, and Baseline Service of Medium Voltage Equipment for the Three VR-32 phase tanks, Cooper Power Systems Medium Voltage (MV), Automatic Voltage Regulator (AVR) set forth in the performance work statement (PWS)	In accordance with Attachment 'A'	All required services are performed and no more than one (1) One customer complaint is received per month.

1. 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.
2. STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
3. 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.

II. PRICING

<u>DESCRIPTION OF SERVICES</u>	<u>TOTAL AMOUNT</u>
1. To perform Safety Inspection, Assessment, - and Baseline Service of Medium Voltage Equipment in accordance with attached scope of work	_____
2. DBA Insurance*	_____
Total of 1 & 2	_____

*Contractor shall cover each of its workers at the site with DBA Workers' Compensation coverage, and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage prior to starting work.

SECTION 2
CONTRACT CLAUSES

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 (May 2012)**

(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 (Feb 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—Sub contracting 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 (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (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.
- (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 (May 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, and 112-42).
- __ (ii) Alternate I (Mar 2012) of 52.225-3.
- __ (iii) Alternate II (Mar 2012) of 52.225-3.
- __ (iv) Alternate III (Mar 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (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](#)).
- (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\(f\)](#)).

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

(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) ([41 351](#), *et seq.*).

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

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

__ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (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) [Reserved]

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

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

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

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

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

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

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

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

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

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
<http://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 <http://www.statebuy.state.gov> 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>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

52.228-5 Insurance - Work on a Government Installation (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe;
or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of clause)

• 52.228-6 [Reserved]

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.

52.232-19 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:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

(b) Invoice Submission. The contractor shall submit invoices in an original and *two* copies 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).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

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

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

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

<u>HOLIDAY</u>	<u>TYPE</u>
New Year's Day	American
Martin Luther King's B'day	American
Presidents' Day	American
Holi	Indian
Ram Navami	Indian
Good Friday	Indian
Memorial Day	American
Independence Day	American
Raksha Bandhan	Indian
Independence Day	Indian
Janmashtami	Indian
Labor Day	American
Mahatma Gandhi's Birthday	Indian
Columbus Day	American
Diwali	Indian
Guru Nanak's Birthday	Indian
Veterans' Day	American
Idu'l Fitr	Indian
Thanksgiving Day	American
Christmas Day	American

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

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

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

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

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

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

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

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

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

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

(b) The COR for this contract is *Facilities Maintenance Officer*.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

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 (JUN 2008), 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 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, demonstrating prior experience with relevant past performance information and references;

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

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) a copy of the Certificate of Insurance, or

(7) 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:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, 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 **U.S.**

Embassy Management Officer at 2419-8000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

652.228-74 Defense Base Act Insurance Rates – Limitation (Jun 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, “covered contractor employees” includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws.

(b) In preparing the cost proposal, the bidder/offeree shall use the following rates in computing the cost for the DBA insurance:

Services @ \$4.00 per \$100 of employee compensation; or

Construction @ \$5.50 of \$100 of employee compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerees shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.”

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

The final technical evaluation will be based on Section 3.0 of the Scope of Work (attachment # A).

- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by evaluating the total price for the basic requirement

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

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

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

SECTION 5 – REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (Apr 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 _____.

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) RESERVED.

(d) RESERVED.

(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
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. **RESERVED.**

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

(j) *Place of manufacture.* RESERVED.

(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 o does o does not certify that—

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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.

(1) *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) *Sanctioned activities 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 Certification.* 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; and

(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.

(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)

52.219-1 Small Business Program Representations (Jan 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [333997](#).

(2) The small business size standard is [500 employees](#).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] 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.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

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

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(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.

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

“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 the size standard in paragraph (a) of this provision.

“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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

ADDENDUM TO 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) - RESERVED

ATTACHMENT A

STATEMENT OF WORK

Medium Voltage Equipment and Systems Safety Inspection, Assessment, and Baseline Service Power Systems Support Program, Overseas Building Operations

- 1.0 **INTRODUCTION.** This is a firm fixed price contract for onsite services at ONE embassy location. All proposal packages must be accompanied with a work plan and projected site visit dates for all listed tasks within this work statement. All scope work must be completed no later than **October 15, 2012, to include after visit reports.** The following outlined scope is considered phase-one support and is solicited as a one-time service visit. Subsequent phases and site work will be addressed in a separate work statement. Please review section 3.0 for qualification requirements. Site locations and specific equipment details are listed below:
- A) US Embassy – New Delhi, India:** (a.k.a. Embassy or Post):
Three VR-32 phase tanks, Cooper Power Systems
Medium Voltage (MV), Automatic Voltage Regulator (AVR)
11 KV incoming utility, 165/185 KVA rated, Cat. # WAD16B73W66K, FR3 dielectric fluid
Serial numbers: 0850014320, 0850014321, and 0850014322
- 2.0 **SCOPE OF WORK.** The awarded contractor must secure the materials and qualified labor required for successful completion of this work statement. Ensure the incoming utility MV-AVR is functioning as designed providing regulated power to the designated load. Provide retro-commissioning to make sure all controls are set per the unit nameplate and regulating within a time delay and bandwidth suitable for the host country conditions. This entire work statement, each portion or step, applies to each individual MV tank at the listed location. This site maintenance includes, but is not limited to, the following steps in 2.0.1 and 2.1 of this work statement.
- 2.0.1 **AUTOMATIC VOLTAGE REGULATOR & MV SWITCHGEAR (steps 1-32)**
1. Meet with the embassy Facility Manager to coordinate all scheduled work and inspections. Discuss the MV system with site maintenance staff to determine what level of medium voltage expertise exists at Post. Note any known maintenance and repair actions performed on the MV system prior to this baseline maintenance service visit in your final summary report.
 2. Contractor personnel must familiarize themselves with site power conditions, related compound power problems, and post power concerns.
 3. Verify the embassy's existing one-line distribution drawing for accuracy, submit recommended corrections as necessary. This document will not be provided during the bidding process.
 4. Ensure post generator system and auto-transfer switch are operational, set for emergency stand-by automatic start, and transfer prior to starting any AVR testing. Ensure adequate fuel levels in the generator day tanks.
 5. Follow all manufacture recommended safety practices and safety requirements. **Have on hand an electrical approved fire extinguisher, and all applicable PPE for the rated voltages.** Refer to the 2009 NFPA 70 E, page-34 table 130.7 C 9, for guidelines regarding arc-flash PPE.

6. Survey the existing Embassy owned arc-flash PPE and testing tools. Provide a site specific Bill of Material (BOM) for recommended and required safety equipment that post does not have on hand; include part numbers, retail price, and a supply source for each item, such as (Cat-3 suit, hot-stick with proximity tester, ground cluster, etc.)
7. Schedule a system outage and coordinate the switch-over to post generator power with the site Facility Manager. Once the post load is isolated on generator, shut down, tag-out and lock all incoming MV circuits and place personal safety grounds prior to conducting any offline checks.
8. Perform a visual inspection of the entire Medium Voltage distribution system to include the AVR, Output transformer, Demark disconnect, distribution cables, outdoor bus structures and Medium Voltage open air switches, step-down transformers, fuse holders, terminals, insulators, lighting arrestors, etc. Clean, adjust, and lubricate as required.
9. Correct any minor deficiencies found using post material. Provide two site specific BOMs as noted here; One BOM for any needed repair material not presently on site (as applicable), and the second BOM noting missing items from post's existing spares kit. Based on your professional opinion as to what items post should keep onsite as spare. (e.g. fuses, capacitors, and control panels). Both BOMs must be site specific to that post, and note component name, part numbers, price and source.
10. Inventory and record nameplate data of all medium voltage electrical equipment. Take photographs, record input and output voltage and amperage levels. Create a medium voltage equipment list for each embassy location.
11. Record the status of the AVR control panel switches, and all function code settings.
12. Perform a transformer turn-ratio (TTR) test for each regulator step, and conduct a full system meg-ohm meter test. All tasks are to be performed without untanking the regulator.
13. Clean the total interior of the AVR enclosure, wiring and tank assemblies.
14. Verify proper control panel programming and system operation, record findings, correct any noted deficiencies. With external control power follow steps of the manufacturer's manual to perform all in-service operational checks, field calibration checks, and manual mode steps.
15. Program the control panel function codes to match nameplate settings and ***adjust the reference voltage to best regulate near the AVR neutral position***. This will ensure that normal fluctuations take the tap position across a neutral reference as much as possible.
16. Program and ***activate function 80-81-82*** on Cooper AVR systems based on values in step 15.
17. Ensure the MV transformer voltage output matches within 3% of the site diesel generator voltage output. Change the MV output transformer tap if necessary.
18. Draw oil samples on the medium voltage transformer. Perform electrical tests and dissolved gas analysis (DGA) per NETA and manufacturer procedures and perform PCB screening. Measure and record transformer oil levels and nitrogen pressures per NETA and manufacturer procedures.
19. Take oil samples on all three regulator tanks, conducting all tests except for dissolved gas analysis.
20. The contractor shall perform all work to determine latent and obvious problems or deficiencies pertaining to equipment, systems and apparatus safety hazards or safety code non-compliance, operational failure or inability for equipment to perform and provide the intended service level or functionality, reliability or usability.
21. Provide for each post and include in the final report a post specific Standard Operating Procedure (SOP) for tag-out isolation of the AVR.

22. Provide to post, and in the final report, a site specific SOP for control panel replacement. The SOP must note the function codes, and site settings, required for control panel replacement at this embassy.
23. Provide training to one or more embassy representatives on unit operation and safety concerns. Provide training using the site specific SOPs to demonstrate proper AVR isolation and lock-out procedures required for any maintenance action on the AVR. Train on the SOP for control panel replacement. Emphasize that all AVR bypass switching, cleaning, and control panel replacements are to be performed with the AVR de-energized. Discuss during training other electrical safe work practices such as lock-out/tag-out of an ATS or Switchgear isolation. Training shall be given until the representatives have an adequate comfort level with the unit's operation and maintenance SOPs, not to exceed 6 hours.
24. Label with P-touch white label with black letters the following on the inside door of each completed controller: ***PM performed by (company name) via OBO/CFSM/FAC/MS on (date). For service contact Aldenjn@state.gov.***
25. Reenergize system and restore to automatic operation unless a noted safety concern exists. Call and email James Alden (703-875-6190, AldenJN@state.gov); or Richard Crowson (703-337-7156, rcrowson@hotmail.com), immediately upon notice of a hazardous situation pre-existing or caused by this work.
26. At the AVR control panel evaluate based on observations the severity of incoming power fluctuations and frequency of phase tank tap changes. Ensure the AVR is regulating within its capabilities and best programmed for host country power conditions.
27. Perform infrared (IR) scanning and inspection of all energized MV equipment per NETA, thermographic survey procedures and guidelines.
28. After all control panel settings and corrections are made connect monitoring equipment, similar to "PowerSight 4000" or equal, on the secondary side of the MV transformer. Monitor the transformer output voltage and frequency fluctuations for 24-hours after the AVR is returned to service.
29. Prior to departure send out a summary ***Email*** to aldenjn@state.gov. Provide in this email the present AVR status, and a condition description of the ***compound diesel generators, to include nameplate data, number of starts, and operational hours.***
30. Complete an AVR summary datasheet and submit within 10-days of site visit completion. Contact the COR if you do not have a sample of the AVR summary datasheet.
31. Out-brief, meet with site Facility Manager regarding the condition of the regulators, operational status, safety concerns, and general findings.
32. Final Report, refer to section 4.2 for executive summary requirements and report format.

2.1 MV TRANSFORMER AND SWITCHGEAR INSPECTION (As applicable)

2.1 Exterior

- 2.1.1 Ensure that the nameplate data is legible.
- 2.1.2 Ensure that the third party listing service label is legible.
- 2.1.3 Inspect the overall exterior for missing screws, bolts, nuts, fasteners, retainers and keepers.
- 2.1.4 Inspect for unused openings.
- 2.1.5 Inspect for improper covers.
- 2.1.6 Inspect for erosion and corrosion.
- 2.1.7 Inspect all lugs for signs of overheating and missing or defective parts.
- 2.1.8 Inspect insulation structure for signs of overheating and

tracking and deterioration.

2.1.9 Inspect for proper alignment of each cubicle section.

2.1.10 Check that all cabinets are level, plumb and square.

2.1.11 Inspect all oil filled compartments, gaskets, seals, etc. for oil leakage. Inspect primary and secondary bushing for oil leakage.

2.1.12 Inspect and check for proper phase to phase and phase to ground spacing clearances between metal parts.

2.1.13 Inspect and check all dial indicators, position indicators, etc. for proper operations, damages, connection and function.

2.1.14 Inspect and check all external cooling fans and pumps for proper operation, setting, installation, signs of mechanical or electrical damages, leaks, etc. verify proper over-current protection and starting controls are in place and installed correctly.

2.1.15 Verify correct liquid level for all oil filled compartments and bushings.

2.1.16 Verify that positive pressure is maintained on nitrogen blanketed transformers, as applicable.

2.1.17 Verify that the transformer is properly grounded.

2.1.18 Verify and inspect transformer surge arrestors for proper installation, signs of damage (electrical or mechanical), insulation failure, e.g. tracking or corona.

2.1.19 Record results.

2.2 Panel Indicators

2.2.1 Check all lens covers for damages, cracks, moisture accumulation, etc...

2.2.2 Check all indicating lamps for operation.

2.2.3 Inspect all control wiring.

2.2.4 Record results.

2.3 Bushings, Support/Insulation

2.3.1 Inspect for signs of electrical short circuit/overload damages, overheating, tracking/corona, etc.

2.3.2 Inspect for signs of deterioration, corrosion, erosion, fatigue, overload, tracking/corona, etc.

2.3.3 Inspect for chips, cracks and broken insulators, tracking/corona, etc.

2.3.4. Verify that all bus insulation and supports are properly rated and installed for applied service voltage, including BIL.

2.3.5 Inspect bushing for oil leakage/damage.

2.3.6 Record results

2.4 Control Circuits

2.4.1 Inspect all control wiring

2.4.1.1 Inspect for signs of deterioration, corrosion, fatigue or overload.

2.4.1.2 Inspect for signs of overheating, burnt or frayed insulation.

2.4.1.3 Inspect for loose connections, repair any found.

2.4.2 Check all functions of control and test switches, verify proper operations and that operational sequences operate normally.

2.4.3 Check all interconnect wiring and terminal blocks for insulation/conductor damages, tightness, etc.

2.4.4. Check and inspect all protective relays, including pressure relief devices for proper setting, improper application, missing or damaged components. Check relays for any operational/tripping flags.

2.4.4 Verify accuracy and legibility of all applicable wiring schematics and drawings.

2.4.5 Record results.

2.5 Cabinets/Cubicles

2.5.1 Inspect and clean all interior cabinet surfaces, check for component and hardware damages, missing components, improper components, etc.

2.5.2 All compartment space heaters shall be inspected for damages and proper operation, including associated power or control wiring, thermostats, etc.

2.5.3 Check all auxiliary switches and contactors for proper operation.

2.5.4 Check and inspect all control wiring as noted/required herein.

2.5.5 Check and inspect any control power circuit breakers and fuses, including fuse holders for damages, signs of electrical failure, overheating, tracking/corona and check/inspect all connected wiring and inspect terminals for proper torque/tightness.

2.5.6 Check operation of all jack screw and racking mechanisms, lubricate as needed. Clean and inspect all interior breaker and cubicle surfaces, check for component and hardware damage, or missing components. Check all auxiliary and cell switches, space heaters and control wiring.

2.5.7 Record results.

2.8 Devices - Low Voltage Control and Instrument Transformers & Metering

2.8.1.1 Inspect nameplate data and compare against design drawings for proper application and function.

2.8.1.2. Inspect and check all insulating systems and barriers for damages, tracking or corona, broken or missing components, damaged or missing hardware.

2.8.1.3 Verify proper connection of each device, including any ground connections, verify proper terminal tightness/torque, and verify that wiring is maintained for proper electrical clearance.

2.8.1.4. As applicable, verify correct operation of transformer withdrawal devices, racks, mechanisms, etc. See Circuit Breaker section.

2.8.1.5 Verify proper polarities are maintained.

2.8.1.6 Inspect all metering devices for damaged and proper cover gaskets, lens, and freedom of movement, check all connected control wiring, and refer to control circuits. Check all meter accuracy and function with appropriate test equipment.

2.8.1.7 Record results

2.8.2. Protective Relays, Pressure Relief Devices

2.8.2.1 Inspect nameplate data and compare against design drawings for proper application and function.

2.8.2.2 Inspect all relays for component damages, broken or missing parts, damaged lens, broken or missing hardware, etc.

2.8.2.3 Inspect and check all insulating systems and barriers for damages, tracking or corona, broken or missing components, damaged or missing hardware.

2.8.2.4 Verify proper connection of each device, including any ground connections, verify proper terminal tightness/torque, and verify that wiring is maintained for proper electrical clearance.

2.8.2.5 Check, inspect and clean all relays, external and internal, remove any debris found, verify free movement of all internal components, inspect contacts for signs of wear, arcing, etc.

2.8.2.6 Check all relay setting and verify settings against time over current/short circuit study, reset settings as required.

2.8.2.7 Inspect, check and operate each oil filled compartment pressure relay. Ensure pressure relay operates at listed/rated pressure setting.

2.8.2.8 Verify operation of all alarm, control and trip circuits from temperature and level indicators and fault pressure relay, if applicable.

2.8.2.9 Record results.

2.8.3 Tap Changer (No-Load and Load)

2.8.3.1 Verify proper operation of tap changer; operate switching mechanism at each step, raise and lower.

2.8.3.2 Verify and inspect that any tap changing indicators are function and register the correct tap position.

2.8.3.3. Record results

2.8.4 Switchgear Bus

2.8.4.1 Inspect phase and ground bus for proper connection, torque, hardware, signs of overheating.

2.8.4.2 Check for continuous current carrying path on all bus, check for proper insulation, clearance and rating.

2.8.4.3 Inspect for signs of short circuit, overload damages, overheating, and tracking/corona. Inspect for signs of deterioration, corrosion, erosion, fatigue of support and insulation.

2.8.4.4 Record results.

2.8.5 Interlocks

2.8.5.1 Check all cabinets for interlock function, including positive, negative and racking interlocks. Check all key operated interlock systems for proper function.

2.8.5.2 Record results

3.0 **WORK STANDARDS AND QUALIFICATIONS.** This Statement of Work requires the awarded contractor to provide a technician qualified on COOPER POWER SYSTEMS automatic voltage regulators with factory training/experience. A minimum of one factory trained/factory representative **MUST** be onsite during the service visit. ***To meet this qualification the contractor's proposal must contain a copy of their technician's, or sub-contractor's, factory certification certificates or credentials.*** No longer will prior experience, past performance, or years of experience be accepted in lieu of factory certification. This applies to all companies regardless of whether or not they have performed this work for OBO in the past. Again, the minimum qualification requirement is factory training. No amount of life experience will compensate for this requirement. Additionally, the contractor may wish to provide other qualified personnel, and engineering support to assess, inspect, test, service, conduct hazard analyses, and perform factory start up procedures for the existing medium voltage electrical equipment covered by this work statement. All performing technicians and engineers must be trained to comply with NFPA-70E guidelines. The contractor shall furnish all tools, test equipment, required arc-flash PPE, and properly supervise all site personnel who are trained and qualified to work on medium voltage systems. Working voltage for the equipment under this statement of work is between 10KV to 35KV, line to line.

3.1 **PRODUCTS USED/SHIPPING:**

Provide TWO AVR control panels as listed below. Ensure all associated pigtails and connection hardware are included for this panel may be replacing an older model panel. The control panels are to be shipped from the US or hand carried to site. If shipping, ensure that the material lead times and shipping means correspond with your projected work plan site visit dates, and the overall project due date. Keep in mind that it may take up to 3-weeks to clear customs in some countries. ***Notify the COR via email of the material order confirmation and projected lead times within 5-working days of receiving the project purchase order or notice to proceed.*** Provide post and the COR all shipping and AWB information to assist with tracking, receiving and customs clearing. All site visits and scope work must be completed no later than October 15, 2012.

A) Provide two (2) Cooper control panels, CL-6B, rated for 240-volt external source

Ship to: **American Embassy – New Delhi
Attn: Facilities Manager James Horner
Shanti Path, Chanakya Puri
New Delhi - 110021, India**

3.2 **ENGINEERING ASSESSMENT & OTHER SITE REQUIRED WORK.** The contractor shall provide professional engineering services, assessments, inspections, and recommendations for any systems or equipment found to be defective, misapplied, incorrectly installed, or otherwise deemed a safety, functionality or reliability hazard. For any equipment or systems determined to be in a failed or unusable state the contractor shall perform a root cause failure analysis to determine the latent failure root and assess the equipment for repair/replacement requirements. Identify and document the failure, resultant damages and provide information and data to avoid future failure occurrences. ***Include in the final report a recommended statement of work to repair/replace defective equipment components and/or replace the equipment in its entirety.*** As part of the commissioning and

start up services, the contractor shall perform inspection, preventative maintenance, and system/equipment testing services for all medium voltage equipment. All work shall be completed in accordance with this statement of work, specific task/delivery order requirements and in accordance with manufacturer instructions, to verify and validate the electrical usability, integrity and continued functionality of the medium voltage system and assemblies. The contractor shall utilize Reliability Centered Maintenance techniques and processes, to include predictive testing and inspection, infrared analysis, oil sampling, vibration analysis, power and harmonic monitoring as applicable. The Contractor shall identify any National Electric Code (Based on NEC 2007) violations and provide remedies. During the course of this work the contractor should note any other known power problems at Post, witnessed or made aware of by embassy personnel.

- 3.3 **COMMENCEMENT OF TRAVEL TO SITE AND WORK.** All site visits and scope work must be completed no later than October 15, 2012. This includes subsequent paperwork and reporting. In conjunction with the work plan and price proposal provide a calendar of proposed visit dates, travel dates, noting any down days. Provide the performing technician's names and credentials if not already on file. The listed site locations can be performed in any order. The same individuals do not have to perform the entire list of embassies as long as the work plan notes the change in team member, his/her credentials, and the separate flight info. ***OBO proposes that the contractor plan for a minimum three day site visit per post.*** The contractor's work plan must indicate a full schedule and note the work days and travel days for each site. The contractor shall under no circumstances incur any travel or other costs, or begin the travel to the site or work at site until a signed purchase order is issued and a cable granting country clearance is received. Once all needed material is onsite, visit dates will be coordinated between embassy personnel, contract COR and the contractor. The contractor will be asked to furnish the COR the traveling technicians flight itinerary and security information.
- 3.4 **SERVICE INTERRUPTIONS.** The contractor shall plan, coordinate, and schedule all site work with the Facility Manager. Notification of this planned outage must be made to the Management Officer (Admin) and Information Management Officer. Notification shall include the loads within the facility to be affected by the outage and the hours and dates of interruptions. The contractor must schedule work to maintain flexibility since interruptions may not be granted on the date(s) requested. Electrical shutdowns and operation of electrical breakers, to include bypass transfer, shall be accomplished only by qualified personnel and upon advance approval of the Facility Manager. Where fire protection, detection, or evacuation alarms are affected, advance written approval of the Facility Manager shall be obtained. The implementation plan should be focused on minimizing any interruptions. Proper lock out/tag out procedures shall be followed to maximize safety; the contractor shall supply lock out/tag out materials. Power shall be maintained to all operational loads during normal working hours and maintained to all critical loads at all times except for planned and approved short duration switchovers or outages.
- 3.5 **INSPECTION AND FAILURE ANALYSIS (as applicable).** All medium voltage equipment, systems and apparatus shall be inspected to confirm they are installed in a manner to protect and preserve the equipment from adverse physical and environmental effects. Ensure that the equipment is installed in accordance with customary/industry electrical practice, and to ensure the equipment is installed in accordance with applicable code requirements, and manufacturer recommendations. When the Contractor completes work on a system or piece of equipment included in this contract, that system or piece of equipment shall be free of missing components or defects which would prevent it from functioning as originally intended and/or designed. Corrective repair/replacement work shall be carried to completion, including operational checks and cleanup of work site.
- 3.6 **SITE RESTORATION.** The contractor shall ensure that all facilities receiving this work shall be left in a condition acceptable to the OBO Facility Manager, and the COR.

- 3.7 **DISPOSAL OF MATERIALS REMOVED.** The embassy shall be responsible for the disposal of all trash created while performing this work statement. The contractor shall transport all materials to be disposed of from the point of removal to the designated disposal storage site, and shall ensure that all items removed through this work are disposed of properly.
- 4.0 **TRAINING.** Provide training to one or more embassy representatives on unit operation and safety concerns. Provide training using the site specific SOPs to demonstrate proper AVR isolation and lock-out procedures required for any maintenance action on the AVR. Train on the SOP for control panel replacement. Emphasize that all AVR bypass switching, cleaning, and control panel replacements are to be performed with the AVR de-energized, and LOTO performed. Discuss during training other electrical safe work practices such as lock-out/tag-out of an ATS. Training shall be given until the representatives have an adequate comfort level with the unit's operation and maintenance SOPs, not to exceed 6 hours.
- 4.1 **SAFETY.** Safety is the highest priority on this and all OBO/CFSM/FM projects. The contractor shall direct all of those under his charge to work safely. Regular safety meetings shall be held among on-site contractor personnel, and safety concerns shall be brought to the attention of the Post Safety and Health Officer (POSHO) and the COR.
- 4.2 **REQUIREMENTS AND DELIVERABLES.** All site visits and scope work must be completed no later than October 15, 2012. This includes subsequent paperwork, and all final site visit reports. The final inspection report must outline site conditions, noted discrepancies, proper clearances, operational functionality, and related safety concerns. The contractor shall provide one typed summary report, written in the English language, per post visited. The report is required to be in PDF format, with tabbed sections, and cannot exceed 10 MB in total size. Deliver the report electronically to James Alden at aldenjn@state.gov. The report format should follow the guidelines listed below:
1. Provide a one page Executive Summary noting SOW completion, equipment status at project completion, and the next projected site service date based on a 7-year or 100k operation cycle, whichever will occur first. Note any outstanding discrepancies that were not corrected under this site visit. Note whether or not all test results were within acceptable limits (i.e. oil analysis, Infra-red scan, TTR test).
 2. Provide a bulk report divided into sections for each component within the MV system. For example; a section for the demark room, a section for the AVR, a section for the transformer, etc. Note in each section the general condition of the equipment, the location on compound, the nameplate data, and all findings/corrective measures as applicable. Provide both recommended and required follow up items accordingly. Provide photos as necessary.
 3. Provide a copy of the completed AVR summary datasheet as noted in step 30, section 2.0.1.
 4. Provide a section on test results. Include the actual test results for TTR test, PT and CT ratio test, capacitor tests, and oil analysis for each MV AVR, oil analysis and separate DGA for the MV Transformer(s). Graph displaying output voltage monitoring log or results (low voltage). Only include IR photos noting discrepancies.
 5. Provide a section noting the training given, and the names of the site personnel that attended.
 6. Provide the required site specific Standard Operating Procedures (SOP) for AVR and enclosure isolation, AVR cleaning, AVR control panel replacement, and AVR bypassing.

7. Provide all necessary Bill of Materials (BOMs) required in section 2.0.1, note material name, part number, retail price and suggested source for all recommended or required repair/spare parts, tools, or safety equipment that post does not presently have onsite.
8. Provide a copy of the site electrical one-line drawing. Note necessary changes in RED ink.
9. In the event of a failed regulator, contractor shall provide a Root Cause Failure Analysis overview, based on professional opinion and experience, noting all site conditions, findings, and observations without un-tanking the regulator. Provide a professional recommendation for follow-on work to restore the AVR equipment to a fully functional and safe operating state.

4.3 **SECURITY REQUIREMENTS.** None, contractor will be escorted whenever necessary.

5.0 **PROJECT COSTS AND TRAVEL.** This section provides the basis for payment of the contractor, and defines those activities related to the project that will be paid directly by OBO and the Embassy.

5.1 **BASIS.** The agreed upon cost of this work shall be a fixed price inclusive of all labor, equipment, materials, shipping, travel, and per diem costs.

5.2 **ALLOWANCE FOR MISCELLANEOUS TIME REQUIREMENTS.** The contractor's price proposal must allow for time delays that may be encountered in coordination of a planned AVR outage. Including but not limited to delayed access to certain building spaces, meetings and report writing. No additional funds will be provided to compensate for additional time requirements or delays that could have been reasonably anticipated.

5.3 **TRAVEL AND PER DIEM.** It is the contractor's responsibility to understand Department of State travel rules and guidelines for contractors prior to incurring any costs. Costs incurred in violation of established travel rules and guidelines of the Department of State shall not be paid. If a visa is required for any location it is the contractor's responsibility to have a valid passport and obtain a visa. Refer to Para. 3.3 of this work statement for further travel details.

5.4 **PROJECT COMMENCEMENT.** The contractor shall provide a travel schedule and work plan in conjunction with cost proposal.

6.0 **POINTS OF CONTACT:**

OBO point of contact for this work is Washington based OBO/CFSM/FM/MS - Power Systems Support Program Manager - James Alden, phone no.: 703-875-6190, Email: aldenj@state.gov;

The individual Embassy/Consulate points of contact will be furnished upon contract award.

7.0 **INSURANCE:** (FAR 52.228-5 Insurance – Work on a Government Installation (JAN 1997))

AMOUNT OF INSURANCE. The Contractor is required to provide whatever insurance is legally necessary in accordance with the local Workmen's Compensation Act and other local labor laws. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury:

Per Occurrence	Rs. 100,000.00
Cumulative	Rs. 1,000,000.00

2. Property Damage:

Per Occurrence	Rs. 100,000.00
Cumulative	Rs. 1,000,000.00

The types and amounts of insurance are the minimums required. 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.

For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

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

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,
- arising from and 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.

Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within seven (7) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

- The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary

ATTACHMENT # 2
DEFENSE BASE ACT INSURANCE RATES & CONTACT INFORMATION

DEFENSE BASE ACT INSURANCE RATES & CONTACT INFORMATION

Contract number: S-AQMMA-08-C-0204

Contractor: Continental Insurance Co.
 333 S. Wabash Ave
 Chicago, IL 60604-4107

Agent: Rutherford International
 5500 Cherokee Avenue, Suite 300
 Alexandria, VA 22312

Primary Contact: Delia Shontere, Phone (703) 813-6507
 FAX: (703) 354-0370, Email: delia.shontere@rutherford.com

Secondary Contact Sara Payne, Phone (703) 813-6503, same FAX as above
 E-mail: sara.payne@rutherford.com

Rates July 22, 2011 through July 21, 2012:

Please note the rates referenced below are subject change due to an ongoing contract audit. If the audit outcome determines different rates are applicable, A/OPE will issue an additional PIB with the rates and guidance.

Description	Rate
Services	\$4.00 per \$100 of employee compensation
Construction	\$5.50 per \$100 of employee compensation
Security Contractor/Guards without Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$10.50 per \$100 of employee compensation
Aviation Related Services with Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$20.00 per \$100 of employee compensation

3. Responsibilities and Requirements. When awarding a contract that requires Defense Base Act insurance, the contracting officer must notify the successful offeror of the name of the insurance agent from which the contractor should acquire insurance. Please refer to DoSAR Subpart 628.3, Insurance. Contracts awarded overseas to non-United States firms who are not hiring U.S. citizens and U.S residents to work on their contracts and having local compensation laws are not required to include Defense Base Act clauses; however, FAR 52.228-4, Worker's Compensation and War Hazard Overseas (APR 1984), must be included in those contracts.