



CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA
Karachi, Pakistan

April 25, 2014

To Prospective Offerors:

SUBJECT: Solicitation Number SPK400-14-Q-5013 – Services of a contractor is required for Preventive/Maintenance Services of Caterpillar Generators as per attached specifications and appendixes for U.S. Consulate General, Karachi and Frere Hall Residential Area.

If you are interested in submitting a quotation on this project, read the instructions in section 3 of the attached request for quotation (RFQ).

If you intend to submit a quotation, you should thoroughly examine all documents contained in the contract solicitation package. The consulate intends to conduct a site visit (see Section 3) and hold a pre-proposal conference. All prospective offerors who are interested in this solicitation package are invited to attend. The conference will be held at American Consulate General, Karachi on Monday, May 05, 2014 at 1030 hours and Frere Housing Area after inspection over at Consulate. Interested offerors must provide full name (as written on NIC), NIC number and particular of vehicles to be used like make, model, color and registration number by April 30, 2014. This information can be provided on e-mail addresses at krcproc@state.gov. All participants must bring their original NIC at the time of visit at Consulate. No entry will be permitted without original NIC.

Submit any questions you may have concerning the solicitation documents in writing by May 06, 2014. Responses will be sent in writing to all contractors on our list of interested parties.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the contracting officer, U.S. Consulate General, Plot No. 3-5, Mai Kolachi Road Karachi on or before May 12, 2014 at 1400 hours. No quotation will be accepted after this time.

Please inform us by phone when you deliver the quotation on gate no. 2 of American Consulate General Karachi or also inform us when you send the quote thru courier services.

Complete the OFFER portion of the Standard Form 1449, including all blank spaces, and have the form signed by an authorized representative of your company, or Quotation may be considered unacceptable and may be rejected.

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

1. Section I, Price
2. Section II, Contract Clauses
3. Section III, Solicitation Provisions

The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its Quotation accordingly.

Contractor will provide evidence that Company has authorized dealership from Caterpillar to perform preventive maintenance services for Caterpillar Generators in Karachi, Pakistan.

The Contracting Officer reserves the right to reject any and all quotations and to waive any informality in quotation received. In addition, the Consulate reserves the right to establish a competitive range of one or more quoter and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Please direct any questions regarding this solicitation to Contracting Officer at krcco@state.gov by letter or telephone 92-21-35275000 during regular business hours.

Sincerely,



Roberto Custodio
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER 3103320 & 3133491 PAGE 1 OF 1
 2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE (mm-dd-yyyy) 4. ORDER NUMBER 5. SOLICITATION NUMBER SPK400-14-Q-5013 6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 04-25-2014

7. FOR SOLICITATION INFORMATION CALL: a. NAME Roberto Custodio b. TELEPHONE NUMBER (No collect calls) 9221-35275000 8. OFFER DUE DATE/ LOCAL TIME 05/12/2014

9. ISSUED BY Contracting Officer American Consulate General Plot No. 3-5, Mai Kolachi Raod Karachi CODE []
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVERY TO Contracting Officer American Consulate General Plot No. 3-5, Mai Kolachi Raod Karachi CODE [] 16. ADMINISTERED BY CODE []

17a. CONTRACTOR/OFFEROR CODE [] FACILITY CODE [] 18a. PAYMENT WILL BE MADE BY Fiscal Office American Consulate General Plot No. 3-5, Mai Kolachi Road Karachi, Pakistan CODE []
 TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Services of a contractor required Maint Services of Caterpillar Generators as per attached scoper of work (Use Reverse and/or Attach Additional Sheets as Necessary)	1	Job		0.00 0.00

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 01 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy) YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS 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 (mm-dd-yyyy) 31b. NAME OF CONTRACTING OFFICER (Type or Print) 31c. DATE SIGNED (mm-dd-yyyy)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (mm-dd-yyyy)	42d. TOTAL CONTAINERS

SECTION I – THE SCHEDULE

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this contract is to provide the professional maintenance services of the following Caterpillar Generators in accordance with description of work & specifications in attachments A.

Generators installed at Consulate Office Building & Housing Compound:

1. Caterpillar Gas generator Model **G3516 B**, Serial Number **ZBB00305** Installed at utility building at US Consulate office Building Karachi 1 Each.
2. Caterpillar Gas generator Model **G3516 B**, Serial Number **ZBB00306** Installed at utility building at US Consulate office Building Karachi 1 Each.
3. Caterpillar Gas generator Model **G3516 B**, Serial Number **ZBB00307** Installed at utility building at US Consulate office Building Karachi 1 Each.
4. Caterpillar diesel generator Model **3512B**, Serial Number **ZAH01002** Installed at utility building at US Consulate office building Karachi 1 Each.
5. Caterpillar diesel generator Model **3512B**, Serial Number **ZAH00716** Installed at utility building at US Consulate office building Karachi 1 Each.
6. Caterpillar diesel Generator Model **3412**, Serial Number **DJN01747** Installed at US Consulate Karachi 1 each
7. Caterpillar diesel generator Model **DEP88-1**, Serial Number **OLY0000T11801506**, Installed at housing compound at US consulate Karachi 1 each

Generators installed at Frere Hall Residential Area:

8. Caterpillar generator Model **CAT-3406**, Serial Number **2WB14643** installed at 1 Beville Lane, Karachi 1 each
9. Caterpillar generator Model **CAT-3406**, Serial Number **JKPS01456** installed at 1 Beville Lane, Karachi 1 each
10. Caterpillar generator Model **CAT-3412**, Serial Number **7AJ01560** installed at 2 Golf Club, Karachi 1 each
11. Caterpillar generator Model **CAT-3412**, Serial Number 118-84521/BQH75 installed at Frere Housing Compound Area 1 each

- B. The contract will be for a one-year period from the date of the contract award, with 4 one-year options.

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.

<i>Performance Objective</i>	<i>PWS Para</i>	<i>Performance Threshold</i>
<i>Services. Performs all preventive maintenance services set forth in the performance work statement (PWS)</i>	<i>Insert Paragraph #s</i>	<i>All required services are performed and no more than one (1) customer complaint is received per month</i>

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) [Note to Contracting Officer: Insert other number if desired] 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

The prices for the base year and four option years for professional maintenance services of following models Caterpillar Generators

Base year:

S/N	Description	Unit	Unit Price	Qty	Amount PKR
1.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____
2.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____

3. Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00307 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
1000 hours service/visit charges	EA	_____	4	_____
Trouble shooting per visit charges	EA	_____	4	_____
Radiator Cleaning	EA	_____	1	_____
4000 hours service/visit charges	EA	_____	1	_____
Schedule Oil Sampling	EA	_____	8	_____
Total Amount				_____
4. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH01002 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
5. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH00716 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

6. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number DJN01747 Installed at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
7. Monthly Preventive Maintenance Charges for Model DEP88-1 , Serial Number OLY0000T11801506 Installed at housing compound at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
8. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number 2WB14643 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
9. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number JKPS01456 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____

Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
10. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 7AJ01560 Installed at 2 Golf Club, Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
11. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 118-84521/BQH75 Installed at Frere housing compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
Grand Total for Base Year:				_____

1st Option Year:

S/N	Description	Unit	Unit Price	Qty	Amount PKR
1.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____
2.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____

3. Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00307 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
1000 hours service/visit charges	EA	_____	4	_____
Trouble shooting per visit charges	EA	_____	4	_____
Radiator Cleaning	EA	_____	1	_____
4000 hours service/visit charges	EA	_____	1	_____
Schedule Oil Sampling	EA	_____	8	_____
Total Amount				_____
4. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH01002 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
5. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH00716 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

6. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number DJN01747 Installed at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
7. Monthly Preventive Maintenance Charges for Model DEP88-1 , Serial Number OLY0000T11801506 Installed at housing compound at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
8. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number 2WB14643 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
9. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number JKPS01456 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

10. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 7AJ01560 Installed at 2 Golf Club, Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
11. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 118-84521/BQH75 Installed at Frere housing compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
Grand Total for 1 st Option Year:				_____

2nd Option Year:

S/N	Description	Unit	Unit Price	Qty	Amount PKR
1.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____
2.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____

3. Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00307 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
1000 hours service/visit charges	EA	_____	4	_____
Trouble shooting per visit charges	EA	_____	4	_____
Radiator Cleaning	EA	_____	1	_____
4000 hours service/visit charges	EA	_____	1	_____
Schedule Oil Sampling	EA	_____	8	_____
Total Amount				_____
4. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH01002 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
5. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH00716 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

6. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number DJN01747 Installed at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
7. Monthly Preventive Maintenance Charges for Model DEP88-1 , Serial Number OLY0000T11801506 Installed at housing compound at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
8. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number 2WB14643 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
9. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number JKPS01456 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

10. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 7AJ01560 Installed at 2 Golf Club, Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
11. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 118-84521/BQH75 Installed at Frere housing compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
Grand Total for 2 nd Option Year:				_____

3rd Option Year:

S/N	Description	Unit	Unit Price	Qty	Amount PKR
1.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____
2.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____

3. Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00307 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
1000 hours service/visit charges	EA	_____	4	_____
Trouble shooting per visit charges	EA	_____	4	_____
Radiator Cleaning	EA	_____	1	_____
4000 hours service/visit charges	EA	_____	1	_____
Schedule Oil Sampling	EA	_____	8	_____
Total Amount				_____
4. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH01002 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
5. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH00716 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

6. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number DJN01747 Installed at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
7. Monthly Preventive Maintenance Charges for Model DEP88-1 , Serial Number OLY0000T11801506 Installed at housing compound at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
8. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number 2WB14643 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
9. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number JKPS01456 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

10. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 7AJ01560 Installed at 2 Golf Club, Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
11. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 118-84521/BQH75 Installed at Frere housing compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
Grand Total for 3rd Option Year:				_____

4th Option Year:

S/N	Description	Unit	Unit Price	Qty	Amount PKR
1.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____
2.	Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00305 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
	1000 hours service/visit charges	EA	_____	4	_____
	Trouble shooting per visit charges	EA	_____	4	_____
	Radiator Cleaning	EA	_____	1	_____
	4000 hours service/visit charges	EA	_____	1	_____
	Schedule Oil Sampling	EA	_____	8	_____
	Total Amount				_____

3. Monthly Preventive Maintenance Charges for Model G3516 B , Serial Number ZBB00307 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
1000 hours service/visit charges	EA	_____	4	_____
Trouble shooting per visit charges	EA	_____	4	_____
Radiator Cleaning	EA	_____	1	_____
4000 hours service/visit charges	EA	_____	1	_____
Schedule Oil Sampling	EA	_____	8	_____
Total Amount				_____
4. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH01002 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
5. Monthly Preventive Maintenance Charges for Model 3512B , Serial Number ZAH00716 Installed at utility building at US Consulate Office Building Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

6. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number DJN01747 Installed at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
7. Monthly Preventive Maintenance Charges for Model DEP88-1 , Serial Number OLY0000T11801506 Installed at housing compound at US Consulate Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
8. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number 2WB14643 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
9. Monthly Preventive Maintenance Charges for Model 3406 , Serial Number JKPS01456 Installed at 1 Beville Lane Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____

10. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 7AJ01560 Installed at 2 Golf Club, Frere Compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
11. Monthly Preventive Maintenance Charges for Model 3412 , Serial Number 118-84521/BQH75 Installed at Frere housing compound Karachi	Mo	_____	12	_____
Trouble shooting per visit charges	EA	_____	4	_____
Schedule Oil Sampling	EA	_____	4	_____
Total Amount				_____
Grand Total for 4 th Option Year:				_____

Total for Base Year price: Rs. _____

Total for 1st option year price: Rs. _____

Total for 2nd option year price: Rs. _____

Total for 3rd option year price: Rs. _____

Total for 4th option year price: Rs. _____

Grand Total for Base plus four option years: Rs. _____

The Government will pay the Contractor for the Services that have been satisfactorily performed.

b) This is a firm fixed-price contract in accordance with the terms and conditions contained herein.

c) The Government will make payment in local currency.

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) 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. (Aug 2013) (31 U.S.C. 6101 note).
- ___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (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* (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

— (15)(i) 52.219-9, *Small Business Subcontracting Plan* (Jul 2013) (15 U.S.C. 637(d)(4)).

— (ii) *Alternate I* (Oct 2001) of 52.219-9.

— (iii) *Alternate II* (Oct 2001) of 52.219-9.

— (iv) *Alternate III* (Jul 2010) of 52.219-9.

— (16) 52.219-13, *Notice of Set-Aside of Orders* (Nov 2011)(15 U.S.C. 644(r)).

— (17) 52.219-14, *Limitations on Subcontracting* (Nov 2011) (15 U.S.C. 637(a)(14)).

— (18) 52.219-16, *Liquidated Damages—Subcontracting Plan* (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

— (19)(i) 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

— (ii) *Alternate I* (June 2003) of 52.219-23.

— (20) 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting* (Jul 2013) (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 (Jul 2013) (15 U.S.C. 632(a)(2))*.
- (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (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 (Jul 2013) (15 U.S.C. 637(m))*.
- (26) 52.222-3, *Convict Labor (June 2003) (E.O. 11755)*.
- X (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126)*.
- (28) 52.222-21, *Prohibition of Segregated Facilities (Feb 1999)*.
- (29) 52.222-26, *Equal Opportunity (Mar 2007) (E.O. 11246)*.
- (30) 52.222-35, *Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212)*.
- (31) 52.222-36, *Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793)*.
- (32) 52.222-37, *Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212)*.
- (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496)*.
- (34) 52.222-54, *Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)*
- (35)(i) 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii))*. (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, *Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)*.
- (37)(i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)*.
- (ii) Alternate I (DEC 2007) of 52.223-16.
- X (38) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513)*.
- (39) 52.225-1, *Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d)*.

___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (46) 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)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

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

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

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

— (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

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

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

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than

those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

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

(xiv) 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.

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 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:

52.216-18 ORDERING (OCT 1995)

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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.

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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)

52.232-70 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 2 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).

Fiscal Office
American Consulate General
Plot No. 3-5, Mai Kolachi Road
Karachi, Pakistan

Payment will be made via EFT within 4 weeks after services and invoice received at COR.

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

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

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

All Pakistan Government Gazzetted holidays will be observed.

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 Maintenance Supervisor, American Consulate General, Karachi.

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

source when imported into the boycotting country;

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JULY 2013), 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 U.S. Consulate, Karachi) who understands written and spoken English;

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

(3) Evidence that contractor has authorization from Caterpillar to perform preventive maintenance services for Caterpillar Generators in Karachi, Pakistan.

4. List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Pakistan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

5.

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;

- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

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

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

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

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

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

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

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

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.209-7	INFORMATION REGARDING RESPOSIBILITY MATTERS (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on May 5, 2014 at 10:30 hrs at U.S. Consulate General in Karachi and Frere Hall Area. Prospective offerors/quoters should contact krcproc@state.gov for additional information or to arrange entry to the building.

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

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

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate

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

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *[insert name]*, at *[insert telephone and fax numbers]*. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

- The Government reserves the right to reject proposals that are unreasonably low or high in price.

- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

- 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 adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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 SAM website.

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

reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (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 SAM.]

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

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

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

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it *o* is, *o* is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it *o* is, *o* is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It *o* is, *o* is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it *o* is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

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

(A) It *o* is, *o* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business

Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It *o* has, *o* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It *o* has developed and has on file, *o* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It *o* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) *o* Are, *o* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) *o* Have, *o* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) *o* Are, *o* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

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

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

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*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.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) *o* Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract 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.) [*The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(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 the SAM database to be eligible for award.)

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

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

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

- o* TIN: _____.
- o* TIN has been applied for.
- o* TIN is not required because:
 - o* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o* Offeror is an agency or instrumentality of a foreign government;
 - o* Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o* Sole proprietorship;
- o* Partnership;
- o* Corporate entity (not tax-exempt);
- o* Corporate entity (tax-exempt);
- o* Government entity (Federal, State, or local);
- o* Foreign government;
- o* International organization per 26 CFR 1.6049-4;
- o* Other _____.

(5) *Common parent*.

- o* Offeror is not owned or controlled by a common parent;
- o* Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See OFAC's Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ATTACHMENT A

The contractor shall provide the preventive maintenance services of following eleven caterpillar generator sets installed at Consulate Office Building, Housing Compound and Frere Residential Area.

Generators installed at Consulate Office Building & Housing Compound:

1. Caterpillar Gas generator Model **G3516 B**, Serial Number **ZBB00305** Installed at utility building at US Consulate office Building Karachi 1 Each.
2. Caterpillar Gas generator Model **G3516 B**, Serial Number **ZBB00306** Installed at utility building at US Consulate office Building Karachi 1 Each.
3. Caterpillar Gas generator Model **G3516 B**, Serial Number **ZBB00307** Installed at utility building at US Consulate office Building Karachi 1 Each.
4. Caterpillar diesel generator Model **3512B**, Serial Number **ZAH01002** Installed at utility building at US Consulate office building Karachi 1 Each.
5. Caterpillar diesel generator Model **3512B**, Serial Number **ZAH00716** Installed at utility building at US Consulate office building Karachi 1 Each.
6. Caterpillar diesel generator Model **DEP88-1**, Serial Number **OLY0000T11801506**, Installed at housing compound at US consulate Karachi 1 each
7. Caterpillar diesel Generator Model **3412**, Serial Number **DJN01747** Installed at housing compound at US Consulate Karachi 1 each

Generators installed at Frere Hall Residential Area:

8. Caterpillar generator Model **CAT-3406**, Serial Number **2WB14643** installed at 1 Beville Lane, Karachi 1 Each
9. Caterpillar generator Model **CAT-3406**, Serial Number **JKPS01456** installed at 1 Beville Lane, Karachi 1 Each
10. Caterpillar generator Model **CAT-3412**, Serial Number **7AJ01560** installed at 2 Golf Club, Karachi 1 Each
11. Caterpillar generator Model **CAT-3412**, Serial Number 118-84521/BQH75 installed at Frere Housing Compound Area 1 Each

1. In performing this work, Contractor agrees to comply with the regulations established by the American Consulate General, Karachi, and the local laws and regulations of Pakistan.
2. The Contractor shall perform preventive maintenance and servicing of above three natural gas generators and eight diesel generators once in a month or described in contract document, on 1st Tuesday of each month. In the event a scheduled Tuesday falls on or within a period designated as an official Pakistani or American holiday (as determined by the Government), the preventive maintenance visit may be re-scheduled to take place no later than the first regular work day following the holiday period.
3. The service being contracted for include inspections, cleaning, tightening hardware as needed, lubrications, adjustments, replacing parts as deemed necessary by the Contractor (Minimum monthly, quarterly, biannual, and annual requirements are as listed on the checklists attached to this contract as Appendix A (monthly), Appendix B (quarterly), Appendix C (biannual), and Appendix D (annual). The appropriate checklist should be completed for generator during each visit by the Contractor's employee who actually performs the work and who will give the completed checklists to the Government's representative before departing the government's premises.
4. Contractor will be responsible to provide us critical part list for all generators.
5. **Emergency response:**

5. a Emergency repairs between scheduled services will be carried out at rate specified under section 1 number II PRICING of this contract.

5.b Contractor will respond to such emergencies during the Consulate's normal duty hours and within eight (8) hours after being notified. Failure to respond will result in non- payment for that month's service charge regularized by this contract.

5.c For purposes of emergency response notifications, Contractor agrees to supply the Government with a telephone number through the use of which the Government is able to contact a Contractor's representative twenty- four (24) hours a day for the duration of this contract.

6. Repairs necessitated by accidents, misuse, neglect, electrical fluctuation, and /or by any acts beyond any person's control will be carried out at the cost of the Government.

7. Contractor will no assume responsibility for any repair work on, or otherwise tampering with, any part of the Caterpillar generators that were performed by persons other than the authorized technicians of the Contractor.

Repairs required in such cases will be charged to and be payable by the government.

8. Contractor will assume responsibility for repair or replacement of any part or component of the Caterpillar generators if it has been determined that such part or component became inoperable because of the Contractor's negligence or poor performance.

9. All work is expected to occur on the Government's premises; however, in the event it is necessary to remove any part or component to the Contractor's place of business in order to effect repair, the Contractor will first obtain written authorization before removing such Government-owned property. In such cases, the contractor will provide transportation to and from the contractor's place of business.

10. Spare Parts:

10.a The Government shall supply all spare parts and Contractor shall install the parts at no expense to the Government. All parts that replaces shall remain the property of the Government and will not be removed from the Government's premises.

10.b In the event a generator requires replacement of parts or major repairs exceeding the specifications of this contract, the Contractor shall submit an estimate in duplicate and obtain the approval on the Government prior to procuring and installing such parts or performing such major repairs. When feasible, the Contractor shall provide ample advance notice to the Government so that the equipment is not out of service for an unnecessary period of time.

10.c in the event that replacement parts are not available through the Contractor, on the local market, or at a price the Government deems reasonable, the Government may elect to procure the parts through its own facilities.

Safety Requirements:

1. Contractors will be responsible to follow the safety requirements as per site requirements.
2. Contractor will submit job Hazard Analysis for the POSHO approval prior to the start of work.
3. The contractors will be required post a safety person on site having PM related safety background and experience regardless of the volume of the work and will ensure safety compliances as per post requirements.
4. All the equipment/tools will be inspected by the FAC staff while bringing them on compound.
5. All Dangerous and substandard equipment /tools will be debarred from the compound if they do not meet with the OSHA Standards.

Electrical Wirings and Grounding:

1. All Electrical Equipment's Panels, receptacle, connectors and any other metallic part connected to power supply) must be properly grounded.
2. All electrical cables/wires connected to Panels, receptacle, connectors and any other metallic part connected to power supply) must not be broken/spliced/taped. Damaged cable insulation or any indications of possible internal damage of equipment or wiring should not be used and will be rejected.
3. Each cord set, attachment cap, plug, and receptacle of cord sets, and any equipment connected by cord and plug, shall be visually inspected by the POSHO office during and after installation. REF: [29 CFR 1910.304](#)
4. Fire Extinguishers will be installed by the contractor and will ensure that the fire extinguisher is in serviceable condition and employees know the operation of it.

APPENDIX B

Caterpillar Generators Models 3516 B/GRN SR 4B, 3512 B/GR SR 4B
Biannual Check List and DLHCP/3412/SR4B/3406/DEP88-1
(includes bimonthly and quarterly)

Address _____ Date _____ Generator Serial No. _____

Safety and Special Instructions

1. Have approved type of fire extinguisher readily available.
2. Allow no open flame or smoking in area.
3. Use safety type of fuel cans only.
4. Follow instructions in manufacturer's operation and maintenance manuals.
5. When applicable, turn engine switch off and tag out.
6. Wear eye protection when testing and filling batteries.

Maintenance Procedures

Check
Yes/No
Initial

Record Readings/Comments

- | | | |
|--|-------|-------|
| 1. If applicable, check operation of oil heater. | _____ | _____ |
| 2. Lubricate fan shaft bearings (non-shielded bearing only). | _____ | _____ |
| 3. Inspect all fuel, oil, and water piping for secure mounting. | _____ | _____ |
| 4. Check battery specific gravity and water level; add distilled water as required. | _____ | _____ |
| 5. Inspect engine and generator wiring harness for wear and damage. | _____ | _____ |
| 6. Inspect engine and generator wiring and terminals for loose and broken connections. | _____ | _____ |
| 7. If applicable, check operation of engine block water heater. | _____ | _____ |
| 8. Clean battery terminals and lugs. (Apply grease on terminal/connections.) | _____ | _____ |
| 9. Check engine oil level with dipstick; add as required. | _____ | _____ |
| 10. Replace engine oil filter if over 300 hours since last filter change; note engine hours on new filter. | _____ | _____ |
| 11. Clean air filter element. Replace after three cleanings or 300 engine hours; note engine hours on filter. | _____ | _____ |
| 12. Inspect tension and condition of v-belts; replace if cracked. Adjust tension to 1/2" movement when pressed inward. | _____ | _____ |
| 13. Check fuel level in storage and day tank; add as required. | _____ | _____ |
| 14. Automatically start unit and run under load for one (1) hour. | _____ | _____ |

- 33. Check exhaust manifold, muffler, and piping for leaks and secure mountings.
- 34. Inspect trickle-charger voltage/amps.
- 35. Reset test switch; observe and record retransfer/cool down time.
- 36. Test start unit; read and record all gauges/meters (5 minutes No Load).
- 37. Test engine auto-shutdown components.
 Note: Auto-Shutdown Components
 A. Test not applicable for transducer type shutdown system.
 B. With engine running (in manual mode) and generator circuit breaker open and no load on the generator, perform the following:
 - (1) Jumper water temperature switch. The engine should stop and the temperature failure light should light. Reset the control panel.
 - (2) Jumper oil pressure switch. Engine should stop and oil pressure failure light should light. Reset the control panel.
 - (3) Press test button on the overspeed module. Engine should stop and the overspeed failure light should light. Reset the control panel.
- 38. Check air filter service indicator.
If green, it is okay; if red, replace the air filter.
- 39. Check fuel pressure gauge.
If green, it is okay; if red, change the fuel filter.
- 40. While engine is operating, check for water, fuel, and oil leaks.
- 41. Inspect unit for corrosion. Remove any corrosion, prime, and paint.
- 42. Shut down engine.

Additional findings or comments:

Contractor's Representative _____ Government's Representative _____

X _____ Date _____ X _____ Date _____