CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

U.S. CONSULATE KARACHI

July 1, 2016

Prospective Offerors,

Subject: Request for Quotations number SPK40016Q5015, for Annual Preventive Maintenance Services for Building Automation System (BAS) at U.S. Consulate General Karachi.

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

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

Quotations are due by **July 15, 2016 latest by 1400Hrs PST.**

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

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

Direct any questions regarding this solicitation to Chris F. Pierson by letter or by telephone 92-21-35275000 during regular business hours.

Sincerely,

Contracting Officer
Chris F. Pierson

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1.REQUISITION NUMBER **PR5216522**	PAGE
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER **SPK40016Q5015**	6. SOLICITATION ISSUE DATE **July 1, 2016**
7. FOR SOLICITATION INFORMATION CALL	a. NAME: **Chris Pierson**		b. TELEPHONE NUMBER **921-35275000**	**8. OFFER DUE DATE/LOCAL TIME, July 15, 2016/ 1200 hours**

9. ISSUED BY CODE

Contracting Officer (GSO)
Mai Kolachi Road Karachi, Pakistan

10. THIS ACQUISITION IS

☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN OWNED ☐ 8(A)

NAICS:
SIZE STD:

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

12.

☐ 13a. THIS CONTRACT IS A RATED ORDER

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO: Co

U.S. Consulate General
New TPX- Plot No- 3,4,5- Mai Kolachi Road **Karachi**

16. Administered by:

17.a. CONTRACTOR/OFFEROR CODE
FACILITY CODE

18a. PAYMENT WILL BE MADE BY
Fiscal Section
U.S. Consulate General,
New TPX- Plot No- 3,4,5- Mai Kolachi Road
Karachi

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Base Year Price for Annual Preventative Maintenance of (BAS) Building Automation System Siemens Desigo Installed at NCC	01	Annual		

25. ACCOUNTING AND APPROPRIATION DATA

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

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN __02__ 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	☐ 29. AWARD OF CONTRACT: REF. _ _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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

AUTHORIZED FOR LOCAL REPRODUCTION USABLE

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STANDARD FORM 1449 (REV3/2005) PREVIOUS EDITION IS NOT Prescribed by GSA - FAR (48 CFR) 53.212

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

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER SPK40016Q5015
PRICES BLOCK 23

1.0 DESCRIPTION:

U.S. Consulate Karachi requires the contractor to provide preventive maintenance (as described in Scope of Work) services for Building Automation System (BAS) - at Compound (NCC), U.S. Consulate General Karachi.

I. PERFORMANCE WORK STATEMENT

The purpose of this firm fixed price contract for preventive maintenance services for Building Automation System (BAS) for a one year period from the date of contract award, with four option years in accordance with Statement of work.

2.0 PRICING

2.1 Base Year (July 30, 2016 to August 30, 2017)

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

Line Item	Description	Annual Price USD/PKR		Annual Total USD/PKR
1	Annual Preventive Maintenance of Siemens Desigo BAS Installed at U.S. Consulate General Karachi			
2	Estimated Travel and freight expenses. (Will be paid per actual)			

Annual Gross Total _____

VALUE ADDED TAX.

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

CONTINUATION TO SF-1449,
RFQ NUMBER **SPK400-16Q-5015**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 The American Embassy in Islamabad requires the Contractor to maintain the following Annual Preventive Maintenance Services for Building Automation System (BAS) Siemens Desigo at NCC U.S. Consulate General Karachi.

2.0 HOURS OF PERFORMANCE

2.1. The Contractor shall maintain work schedules as approved by the government. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the personnel of the Post. The Contractor shall deliver standard services between the hours of 0800 AM and 1630 PM Monday through Friday. No work shall be performed on US Government and local holidays.

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Embassy personnel.

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

3.2.1 Vehicles. Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

3.2.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

3. 3 Security Clearances. All Work under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers. However, all work done in CAA and PCC areas shall be performed by cleared American Construction personnel as needed to complete the services. The Contractor shall work closely with the COR, the Post Facility Manager or the General Services Officer.

3.4 Standards of Conduct

3.4.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

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

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

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

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

3.4.6 Key Control. The Contractor **will not** be issued any keys. The keys needed to performed work will be provided to your escort.

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

4.0 SCHEDULED PREVENTIVE MAINTENANCE

4.1. General

4.1.1. The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.

4.1.2. The Contractor shall inventory, supply and replace expendable parts. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site.

4.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, gears.) **Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance.** The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare

parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

4.1.4. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government leaving the system(s) in the condition found prior to replacement/repair of electrical parts.

4.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

4.2.1. The Contractor shall provide trained technicians to perform the service at frequencies stated in Exhibit A and on the equipment called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after the maintenance visit.

4.2.2. It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.

5.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

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

5.1 Contractor furnished materials. Will include but not be limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, Material Safety and Data Sheets, cleaning material and oil spill containment kit.

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

6. DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel	1	5 days after contract award	COR
Certification of disposal of toxic chemicals by local authorities	1	After each change	COR

Certificate of Insurance	1	10 days after contract award	COR
Applicable permits	1	10 days after contract award	COR
Approved checklist signed by Contractor's employee	1	After completion of each maintenance service	COR
Invoice	1	After completion of each maintenance service	FMC

7.0 INSURANCE REQUIREMENTS

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

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

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

Public Liability Insurance

Bodily Injury	$ 200 per occurrence	$500	Cumulative
Property Damage	$ 200 per occurrence	$500	Cumulative

Workers' Compensation and Employer's Liability

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

8.0 LOCAL LAW REGISTRATION

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

9.0 QUALITY ASSURANCE PLAN (QAP).

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

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

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

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

9.4. Procedures.

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

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

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

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

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

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

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

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

10. TRANSITIONS/CONTACTS

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

10.1 On site contact. The following are the designated contact personnel between the US Embassy and the Contractor

11. SUBMISSION OF INVOICES

The Contractor shall submit an invoice within 10 working days after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

SUBMISSION OF INVOICE: Contractor/vendor shall submit two invoices- Each invoice shall include invoice number, purchase order/contract number, date issued, brief description of supplies/services provided, quantities, unit and total price, and signed by the signing authority. One copy clearly marked DUPLICATE copy for GSO original submitted to FMO e-mail to undersigned Krcproc@state.gov

One original invoice submits at address given below. Karachi Fiscal Office U.S Consulate General Plot No- 3, 4, 5 Mai Kolachi Road Karachi: KarachiFiscal@state.gov Please note: Mode of Payment - Net 30 will be commenced on the date of receipt of invoice in the US Consulate Fiscal Office.

Exhibit A - - STATEMENT OF WORK

C.1 GENERAL

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

C.1.2 The Contractor shall provide PM services for the upkeep of the installed Building Automation System(s) (BAS). The work required shall include, but is not limited to: Preventative maintenance of BAS Systems; Investigation and troubleshooting of BAS related issues; and BAS trend and alarm configuration.

C.1.2.1 These PM Services shall result in all systems serviced under this agreement being in good operational condition when the work is completed.

C.1.2.2 BAS PM Services shall be performed on BAS installed in the unclassified areas of the Post.
C.1.3 This is a firm fixed price contract for a period of one-year and four additional one-year optional periods.

C.1.4 Frequency of BAS PM Service Visits: BAS PM Services will involve multiple site visits per year to the Post. Refer to "Section B: Services and Prices/Costs" for the number of site visits the Contractor is required to make each year.

C.1.5 Exclusions: This contract does **NOT** include the repair of equipment, the replacement or procurement of parts, the replacement of BAS systems, software upgrades or re-commissioning of the BAS. Such work, if needed, will be accomplished by separate purchase order. This exclusion does not apply if the work (parts and/or services) is to correct damage caused by Contractor negligence.

C.1.5.1 Work outside the scope of PM Services, including the repair/replacement/procurement of any parts, must be approved by the COR prior to performance of the work. **Non-PM Service work, including procurement and configuration of portable computing equipment that may be required in the performance of PM activities, will be separately priced out by the Contractor for the Government's approval and acceptance as a separate purchase order.**

C.1.5.2 The Government has the option to accept or reject the Contractor's quote for work outside the PM Services SOW and reserves the right to obtain similar work (parts and/or services) from other competitive sources. If the Contractor proceeds to perform any non-PM Service work (including the repair/replacement of any parts) without COR approval, the Contractor will be performing this work "At-Risk" and The Government will not be obligated to pay for this work or any additional work required to resolve issues arising from this work.

C.1.5.3 When allowed by the COR, the Contractor may utilize Government-purchased spare parts that are maintained at Post if awarded repair/replacement work. Check with the COR to find out what parts are available on hand prior to submitting a proposal to the Government for non-PM Service work.

C.1.6 All work shall be accomplished in a manner which: 1) conforms to the intent of all applicable ANSI/NSF, ASHRAE, AWWA, NFPA/NEC, U.S. EPA environmental and DOS policy, procedures, and directives; 2) causes no contamination to other parts of the building; 3) endangers none of the building occupants or workers during these task; and 4) leaves the areas safe for occupancy.

C.2 SCOPE OF WORK

C.2.1 General: The Contractor shall provide all necessary managerial, administrative and direct labor personnel; as well as all transportation, tools, instrumentation, equipment and supplies required; to perform the BAS Preventative Maintenance (PM) Services defined in this Scope of Work (SOW). The Contractor shall provide the services of qualified, trained, manufacturer certified technicians to perform the required BAS PM services.

C.2.2 Building Automation Systems to be serviced: The Contractor shall maintain the Building Automation Systems in a safe, reliable and efficient operating condition. The following information provides a summary of each BAS that is to be serviced.

C.2.2.1 BAS #1

(a) Manufacturer of the BAS: Siemens
(b) BAS System Product Line Name: Desigo Insight
(c) BAS Software Version: 5.1
(d) BAS Communication Network Type: Bacnet
(e) Quantity and Type of Controllers Installed: 5 Building Level Controllers (3 x PXC128 and 2 x PXC64)
(f) Estimated Quantity of Hardware Points in BAS: 800 Points

C.2.3 Equipment Controlled and/or Monitored: The following is a summary of the types and quantities of equipment controlled and/or monitored at Post by BAS:

(a) Air Handling Units – Quantity 6
(b) Terminal Units (Single Duct Cooling Only) – Quantity 56
(c) Terminal Units (Single Duct w/Hot Water Reheat) – Quantity 0
(d) Chilled Water System (Primary/Secondary Type) – Quantities: 2 Air Cooled Chillers, 2 Primary Chilled Water Pumps, 2 Secondary Chilled Water Pumps,
(e) Heating Hot Water System (Primary/Secondary Type) – Quantities: 0 Boilers, 0 Primary Heating Hot Water Pumps, 0 Secondary Heating Hot Water Pumps, 0 Water Treatment System
(f) Unit Heaters (Hot Water Type) – Quantity 0
(g) Fan Coil Units (Two Pipe) – Quantity 72
(h) Computer Room Air Conditioning Units (Cooling Only) – Quantity 0
(i) Domestic Water Filtration System (Monitoring Only) – Quantity 0
(j) Fuel Oil System (Monitoring Only) – Quantity 0
(k) Domestic Water Treatment System (Monitoring Only) – Quantity 0
(l) Fire Alarm System (Interlocks & Monitoring Only) – Quantity 3

C.2.4 Buildings where BAS are installed: The Post is composed of multiple buildings. The following buildings at Post utilize Building Automation Systems:
(a) SDA – Siemens Desigo Insight v5.1
(b) CGR – Siemens Desigo Insight v5.1
(c) MSGQ – Siemens Desigo Insight v5.1

C.2.5 BAS Preventative Maintenance (PM) Services: The Contractor shall perform BAS Preventative Maintenance services for the Building Automation Systems indicated. Provide the necessary investigative services to ensure BAS controls are working as designed and in accordance with documented operating sequences. The objective of scheduled preventive maintenance is to eliminate system malfunction,

breakdown and deterioration when controlled/monitored equipment is activated/running. BAS PM Services shall include, but are not limited, to the following tasks:

C.2.5.1 Generation of an Operational Baseline and Checklists: Prior to contract work commencement, the Contractor shall submit to the COR for approval a schedule of PM Service activities and a description of the PM Service tasks which the Contractor plans to provide. Upon the Contractor's first BAS PM visit, a Baseline for the operation of the Building Automation Systems shall be developed from the existing As-Built Data; Operation & Maintenance Data; Set Point Data and Time Schedule Data found at Post. From this documentation, the Contractor shall develop site specific Checklists for the BAS and associated equipment monitored and controlled by a BAS. These Checklists will be used by the Contractor when Preventative Maintenance is performed to verify the Building Automation Systems are functioning as originally intended. There shall be one checklist for each system controlled and/or monitored by a BAS. These checklists, a revised PM Service activity schedule and PM Service task description list shall be submitted for COR approval.

C.2.5.2 Use of Checklists: The Contractor shall perform BAS PM Services at the frequencies indicated using the site specific checklists developed for the equipment and systems called out in this SOW. The Contractor's technician shall sign off on every item of each checklist and leave a copy of the signed checklists with the COR or the COR's designate after the PM visit. In addition, copies of all completed checklists shall be included and submitted as part of the Trip Report.

C.2.5.3 Periodic PM Activities: At a minimum, the following PM Service activities are required to occur during each site visit.

(a) Check BAS Communication Network: Validate the network connectivity of all BAS controllers, Operator Workstations, Servers, and Network components (repeaters, switches, hubs, etc…). Investigate and remediate any issues found.

(b) Confirm Time Schedules: Review existing time schedules and validate correct operation based on actual time of day facility occupancy. Adjust time schedules as needed to reflect the actual occupancy patterns of the buildings at Post.

(c) BAS Investigation and Troubleshooting: The Contractor shall provide investigation and troubleshooting services for issues related to BAS operation as required in this Statement of Work or as requested by the FM at Post during a PM Services site visit.

    (1) The Contractor shall review Facility Maintenance logs since the last visit to Post and determine if there are any operations issues which need to be checked.

    (2) The Contractor shall determine the cause(s) of any problems found with the BAS and identify the repairs/modifications to the BAS that will be needed to correct these problems.

    (3) The Contractor shall clearly document in the Trip Report any BAS problems that are found, the causes of these problems, proposed repairs/modifications to the BAS required to resolve these problems, parts required to correct these problems and a cost estimate for the proposed repairs/modifications to the BAS.

    (4) The Contractor shall submit recommended modifications of the BAS to the COR for approval prior to performing any work. Modifications are changes to the BAS which deviate from the BAS Design or As-Built documents. These types of changes are typically associated with the Sequences of Operation, but could involve the addition or removal of sensors and/or controllers. Typically modifications will be made to resolve building operational issues or to improve/enhance BAS functionality.

(d) BAS Trend and Alarm Configuration: The Contractor shall review the Alarm History and Trend log files which have accumulated since the previous visit to the site. Any problems noted from this review shall be investigated and reported on.

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

(e) Evaluate Operator Workstation(s)/Server(s): Validate current application software release, define if there is a need to update the software or computer hardware and provide a migration path for updating software to the new release if needed.

(f) Backup Retention: The Contractor shall create a current backup of the data, programming, graphics and settings for all of the controllers in the BAS at the BAS Operator Workstation/Server. This backup shall be burned on to CD or DVD disks along with a backup of the BAS Operator Workstation/Server Software. Two sets of backup disks shall be created for each Building Automation System at Post on which PM is performed. Each backup shall be configured to allow Facility Maintenance staff to recover the BAS in the event of a BAS failure. Both sets of backup disks shall be turned over to the Facility Manager before the Contractor departs Post. The Contractor is not allowed to retain a copy of these backups.

(g) Password Retention: The Contractor shall create a listing of the BAS usernames and passwords that exist within the BAS Operator Workstation and/or Server that are used to access the BAS. A BAS username/password listing shall be created for each Building Automation System at Post on which PM is performed. These listings shall be turned over to the Facility Manager before the Contractor departs Post. The Contractor is not allowed to retain a copy of these lists.

C.2.5.4 Annual PM Activities: At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this SOW that tasks noted here, which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.

(a) Panel, Controller and Wiring Inspection:

(1) Physically inspect all field panels and controllers for damage, excessive dirt or moisture and clean/vacuum as necessary.
(2) Verify proper voltage at all control transformers.
(3) Inspect all connections, wire raceways in panels and wire arrangements. Remove any abandoned devices and wiring and update panel diagrams as may be necessary to reflect current arrangements and configurations.
(4) Verify condition of local battery/UPS that may be connected to the panel power source. Recommend replacement as may be necessary.

(b) Point-to-Point Checkout: Hardware points in the BAS shall be verified against actual field conditions. This checkout shall verify that each point indicated in the BAS is the actual physical point connected to the controller and the point is functioning properly. Any discrepancies shall be investigated and adjustments made as necessary so that all sensors monitored and devices

controlled by the BAS match the associated points indicated in the BAS and provide the desired functionality.

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

(1) Sensors, operators and other end devices which are not within manufacturers' recommended tolerances at the end of the calibration verification process shall be designated as failed and documented for submission to the COR.

(2) The contractor shall use calibrated instrumentation with a higher accuracy than the sensor, end device or operator being calibrated. Calibrated instrumentation used shall have been certified by an independent calibration agency within a year of the dates used. Certificates of calibration shall be submitted to the COR for each test instrument prior to use at Post.

(d) Confirmation of Sequences: Review the operation of BAS controlled equipment against the As-Built Sequences of Operation. Where functionality does not follow the Sequences of Operation, document the deviation for submission to the COR. Based on consultations with Facility Maintenance personnel and the COR appropriate action shall be determined and adjustments made if deemed necessary. Provide updated documentation (As-Built documents and Operation & Maintenance Manuals) for any adjustments made to the Sequences of Operation including operating schedules and trend reporting.

(e) Replacement of Failed Sensors, Operators and End Devices: When sensors, operators or other end devices are determined to have failed, the Contractor shall provide a proposal which lists the failed parts along with the associated costs to procure and replace the failed part(s) to the COR for approval. If the part that failed is available in the Post's Spare Part Inventory and the COR permits the use of spare parts, the Contractor shall modify the proposal to utilize the spare part now and procure a replacement part to replenish the Spare Part Inventory later. If a Post's Spare Part Inventory does not include the appropriate part or the COR will not allow the use of Post's spare parts, the Contractor's proposal shall include procurement of the part needed and replacement of the failed part during the next PM visit to the Post. If the Post choses to procure the parts on their own, the contractor's proposal shall include only the costs to replace the failed part(s).

(f) Replacement of Expendable Sensors: Sensors for which product data indicates there is a defined operating life expectancy shall be tracked and replaced at the time intervals recommended by the manufacturer. For HVAC applications these would typically be Humidity Sensors, Carbon Monoxide Sensors and Carbon Dioxide Sensors. There are other specialty sensors that can fall under this category and the Contractor shall make note of all expendable sensors installed when the initial Baseline for the BAS is developed. When called for by the replacement schedule, the contractor shall provide a proposal which lists the expiring parts along with the associated costs to procure and replace the part(s) to the COR for approval. These parts shall be replaced at the next PM visit to Post. If the Post choses to procure the parts on their own, the contractor's proposal shall include only the costs to replace the part(s).

(g) Evaluate BAS End of Life Cycle: For each BAS review the system and provide direction with regard to the obsolescence of all or any portion of the system.

(h) Review Post's Spare Part Inventory: Review the BAS spare parts inventory at Post and determine what parts need to be added to the inventory and update the list. Develop a recommended stock of spare parts if one does not already exist and provide it to the COR.

C.2.5.5 Manufacturers' Recommended PM: It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance. This shall be completed in addition to the tasks listed above if there are any discrepancies.

C.3 CODES AND REGULATIONS

C.3.1 U.S. Government codes and regulations, the applicable laws, codes, and standards of foreign countries, and industry standards apply and are incorporated herein by reference and made part of the contract documents.

C.3.2 Contractor shall adhere to work practices and procedures set forth in applicable codes, regulations, and standards, including obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

C.3.3 Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable U.S. EPA and U.S. OSHA codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

C.3.4 The Contractor shall assume full responsibility and liability for the compliance with all applicable U.S. EPA and U.S. OSHA regulations and shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, their employees, or subcontractors.

C.4 CONTRACTOR AND PERSONNEL QUALIFICATIONS

C.4.1 The Contractor shall comply with ANSI/NSF, ASHRAE, HUD, NFPA/NEC, U.S. EPA, and U.S. OSHA laws, ordinances, regulations, requirements and DOS policy, procedures, and directives applicable to the Building Automation System and HVAC work efforts hereunder.

C.4.2 The Contractor shall employ a competent supervisor or foreman, satisfactory to the Government, to work at all times with the authority to act for the Contractor.

C.4.3 The Contractor shall employ competent technicians, programmers, etc..., satisfactory to the Government, to perform the work and services required. Technicians, programmers, etc... shall have a minimum of 5 years of experience performing the type of work described within this SOW and shall be trained and certified by the manufacturer of the BAS they are tasked to work on.

C.4.3.1 Contractor's employees not trained and certified by the manufacturer of the BAS will not be permitted to work on the BAS.

C.4.3.2 Biographical data (a resume) and Proof of certification from the BAS hardware and software manufacturer shall be submitted for personnel providing on site BAS PM Services under this SOW.

C.4.4 The Contractor shall not change the proposed controls technicians and/or site personnel without the permission from the Contracting Officer Representative (COR), and shall submit such a request in writing with justification for change.

C.4.5 The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by U.S. OSHA. The Contractor shall hold the Government and the Government's representative harmless for failure to comply with any applicable work, safety and health or other regulations on the part of himself, his employees, or his subcontractor(s).

C.4.6 The Contractor shall provide a means of transportation to bring personnel, supplies, tools and equipment to and from the Post. The Contractor shall be responsible for providing this service. The costs shall be included in the Contractor's proposal.

C.4.7 The Contractor shall at all times enforce strict discipline and good order among all persons employed to work and shall not employ any unfit persons not skilled in the task assigned to them.

C.5 SUBMITTAL AND DELIVERABLE REQUIREMENTS

C.5.1 General Submission / Documentation Requirements:

C.5.1.1 Unless indicated otherwise, each Contractor submission shall include three (3) sets of the documentation required in this Statement of Work. The documentation shall be delivered to the Contracting Officer Representative (COR). Three (3) Electronic Copies of these documents will also be submitted to the Contracting Officer Representative (COR) on suitable media. Two (2) sets of documents and electronic copies shall remain at Post. One (1) set of documents and electronic copies shall be provided to OBO for record keeping purposes.

C.5.1.2 Electronic documentation shall be submitted in the form of searchable PDF files. Documents shall also be submitted in a Microsoft Word 2007 compatible file format. Any drawings included in the documentation provided shall also be submitted in the form of AutoCAD 2010 *.dwg files. All electronic documentation shall be provided on either CD or DVD media. Thumb drives or other forms of portable media are not allowed.

C.5.2 Initial Submittal: Prior to performing any BAS PM Services at Post the Contractor shall submit the following information for review and approval. Submittals will be reviewed by both Post and OBO.

C.5.2.1 A draft / tentative schedule and description of preventive maintenance tasks which the Contractor plans to provide.

C.5.2.2 Certificates of calibration for each test instrument showing certified calibration within a year from date of intended use.

C.5.2.3 Biographical data (resumes) for personnel providing on site BAS PM Services.

C.5.2.4 Proof of certification, from the BAS hardware and software manufacturer, for personnel providing on site BAS PM Services.

C.5.3 Checklist Submittal: After the initial BAS PM Service visit at Post has been completed, in addition to submitting an official Trip Report, the Contractor shall also submit the following information for review and approval. Submittals will be reviewed by both Post and OBO.

C.5.3.1 An updated / finalized schedule and task description list of preventive maintenance tasks which the Contractor will provide as part of the regular PM Services. This will be based on actual conditions and system configurations noted by Contractor.

C.5.3.2 The checklist forms developed for each system controlled and monitored by the BAS, based on actual condition and system configurations noted by the Contractor.

C.5.4 Trip Reports: The Contractor shall be responsible for providing a trip report within 14 calendar days after returning from each site visit which clearly documents the BAS PM Service activities undertaken at Post. The Contractor shall be responsible for documenting all work and activities performed while on site. Each Trip Report shall include, at a minimum, the following information:

C.5.4.1 A list, with descriptions, of the tasks that were performed, the issues that were found, the cause of these issues and the corrective measures that were taken to resolve these issues;

C.5.4.2 A list, with descriptions, of all modifications made to the BAS system software and hardware;

C.5.4.3 A list, with descriptions, of the deficiencies found that resulted in a need for future corrective action, the Contractor's recommendations to correct these deficiencies and the Contractor's suggestions for improvements to the BAS. This section shall include providing a proposal for the work that must be performed; a list of any parts required and a cost estimate for the work proposed.

C.5.4.4 Copies of all checklists completed while on site. Include a scanned PDF of the checklists completed while performing PM Services on the BAS.

C.5.4.5 A list of all expendable sensors installed and a replacement schedule. This section shall include providing a proposal which lists the expiring parts along with the associated costs to procure and replace the parts.

C.5.4.6 A list of recommended spare parts required to sustain operations and a cost estimate for the proposed spare parts.

C.5.5 Updated BAS As-Built Documents & Operation & Maintenance Manuals: When work is performed which modifies the existing BAS configuration or programming, the Contractor will be responsible for providing updated As-Built documents and Operation & Maintenance Manuals to accurately reflect the current configuration and programming of the BAS.

C.5.6 Data Backup Retention: Two (2) BAS data backup disks shall be turned over to the Post Facility Manager for each BAS. One disk will be for storage within a secure safe at post before departing Post. The second disk shall be sent by the Facility Manager to OBO for centralized backup. The Contractor is not allowed to retain a copy of these backups.

C.5.7 Password Retention: One (1) BAS username/password listing for each BAS shall be turned over to the Post Facility Manager for storage within a secure safe at the Post. The Contractor is not allowed to retain a copy of these lists.

[End of Section]

END OF SCOPE OF WORK

Government Furnished Property

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

SECTION 2 - CONTRACT CLAUSES

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

The following FAR clause is provided in full text:

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the 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) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
__ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of

Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
__ (ii) Alternate I (Nov 2011) of 52.219-3.
__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (Jan 2011) of 52.219-4.
__ (13) [Reserved]
__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Oct 2001) of 52.219-9.
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (Oct 2014) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
__ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
__ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
__ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
__ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
__ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
__ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
__ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-13.
__ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
__ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
__ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.

13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
__ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
__ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (May 2014) of 52.225-3.
__ (iii) Alternate II (May 2014) of 52.225-3.
__ (iv) Alternate III (May 2014) of 52.225-3.
__ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
__ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_X (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[*Contracting Officer check as appropriate.*]
__ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
52.249-4, Termination for Convenience of the Government (Services) (Apr 1984).
52.249-8, Default (Fixed price Supplies and Services) (Apr 1984)

(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:

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

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**

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

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

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

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

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

[*Note to Contracting Officer:*

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

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

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

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

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's

personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

contract; and,

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

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

SECTION 3 - SOLICITATION PROVISIONS

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

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

ADDENDUM TO 52.212-1

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

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

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

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

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

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

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

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

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

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided

6. The offeror's strategic plan for Preventive Services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

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

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

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

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

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

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman **Supervisory General Services Officer, American Consulate General, Karachi, Pakistan at 92-21-3527-5000**. 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 **to include the technical information required by Section 3.**

- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

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

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

"Inverted domestic corporation", 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.

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

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

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

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"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 (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

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

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

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

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

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

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

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

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

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

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

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

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41CFR 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 Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

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

[*List as necessary*]

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

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

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

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

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

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

[*List as necessary*]

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

Other Foreign End Products:

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

[*List as necessary*]

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

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

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

Canadian End Products:

Line Item No.

_____

_____

_____

[*List as necessary*]

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

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

Canadian or Israeli End Products:

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

[*List as necessary*]

(4) *Buy American—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-Free Trade Agreements-Israeli Trade Act":

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

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

[*List as necessary*]

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

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

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

Other End Products:

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

[*List as necessary*]

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

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

(1) 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 Labor Standards*(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) 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 Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

(l) *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 Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

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

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

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

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

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(End of provision)

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

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

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

(a) Definitions. As used in this provision:

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

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

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

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

(2) Discriminating in the award of subcontracts on the basis of religion.

Note to bidder/offeror: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering

those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm.*

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

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

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

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

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

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

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

(End of provision)

The following DOSAR is provided in full text:

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

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

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

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

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

(b) Offeror represents that—

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

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

(End of provision)