

INSTALL AND MAINTAIN RESIDENTIAL ALARM SYSTEMS
COMMERCIAL ITEM FORMAT

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number SPL90015Q0005, Prices, Block 23
- Continuation To SF-1449, RFQ Number SPL90015Q0005, Schedule Of Supplies/Services, Block 20
Description/Specifications/Work Statement
 - Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS			1. REQUISITION NUMBER	PAGE 1 OF 51	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE 2/12/2015	
7. FOR SOLICITATION INFORMATION		a. NAME Christina Lim	b. TELEPHONE NUMBER(No collect calls)	8. OFFER DUE DATE: 3/16/2015 LOCAL TIME: 2pm	
9. ISSUED BY U.S. Embassy Warsaw, Poland General Services Office Al. Ujazdowskie 29/31, 00-540 Warszawa		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL <input type="checkbox"/> HUBZONE SMALL <input type="checkbox"/> SERVICE-DISABLED VETERAN <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> WOMEN-OWNED SMALL <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE <input type="checkbox"/> SET ASIDE: _____		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER	13b. RATING		
15. DELIVER TO U.S. Embassy Warsaw, Poland General Services Office Al. Ujazdowskie 29/31, 00-540 Warszawa		CODE	16. ADMINISTERED BY U.S. Embassy Warsaw, Poland General Services Office Al. Ujazdowskie 29/31, 00-540 Warszawa		CODE
17a. CONTRACTOR/OFFERER	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Office U. S. Embassy Warsaw, Poland Al. Ujazdowskie 29/31, 00-540 Warszawa		CODE
TELEPHONE NO.		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Furnishing, installation, programing and activation, repair of alarm and fire systems at residential and office premises of the U.S. Embassy in Warsaw, Poland.				Total Base Year GROSS including 23% VAT:
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT <i>(For Cost Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> CHRISTINA LIM		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT,

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PART <input type="checkbox"/> FIN I A	34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NO	39. S/R VOUCHER NO	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41h. SIGNATURE AND TITLE OF		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D	42d. TOTAL CONTAINERS	

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER SPL90015Q0005
PRICES, BLOCK 23

Continuation/Addendum to SF-1449, RFQ Number SPL90015Q0005

1. SCOPE OF CONTRACT

The Contractor shall furnish, install, program and activate, repair of alarm and fire systems at residential and office premises of the U.S. Embassy in Warsaw, Poland.

The Central Alarm Monitoring System is under the control of the Embassy Regional Security Guards Supervisors Office.

The performance period of this contract is from **April 7, 2015** and continuing for 12 months, with **four one-year options to renew**. The initial period of performance includes any transition period authorized under the contract.

2. PRICING

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

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

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

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

(d) The prices shall include all work, including furnishing all labor, materials, equipment and services. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and transport.

(e) **VALUE ADDED TAX.** Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

2.1. BASE PERIOD (April 7, 2015 – April 6, 2016)

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

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
1	Installation programing and activation of central unit (mother board) on the wall in metal box – device provided by the Embassy	ea		7	
2	Installation of LED or LCD keypad programing and activation (garage, grand floor, second floor) – device provided by the Embassy	ea		21	
3	Installation of Radio Communication System Transmitter – device provided by the Embassy	ea		5	
4	Installation of Radio Communication System Transmitter and Transmitting Antenna wiring and connecting to the Alarm System – device provided by the Embassy	ea		15	
5	PC 5108 Extension Module Central Unit 8 lines (cost of device, programing, activation and installation)	ea		15	
6	PC 5208 Extension Module Central Unit 8 lines low voltage (cost of device, programing, activation and installation)	ea		15	
7	SATEL (or equivalent) CA-64E Extension Module Central Unit 8 lines (cost of device, programing, activation and installation)	ea		15	
8	Panic Buttons remotely controlled AAT (or equivalent) RA-200 (cost of device , programing, activation and installation)	ea		10	
9	Panic Buttons remotely controlled SATEL (or equivalent) RX-2K (cost of device , programing, activation and installation)	ea		10	
10	DSC MOS-5 – External Siren (cost of device, programing, activation and installation)	ea		9	
11	SATEL (or equivalent) SPL-5010 – External Siren (cost of device, programing, activation and installation)	ea		10	
12	DSC MOS-1, DSC MOS-2 and SATEL (or equivalent) SPW-100 - Internal Siren (cost of device, programing, activation and installation)	ea		10	
13	SATEL (or equivalent) AQUA PLUS PIR Motion Sensors (cost of device, programing, activation and installation)	ea		30	
14	SATEL (or equivalent) PRO PIR Motion Sensors (cost of device, programing, activation and installation)	ea		20	
15	SATEL (or equivalent) COBALT PLUS PIR Motion Sensors (cost of device, programing, activation and installation)	ea		20	
16	SATEL (or equivalent) COBALT PRO - PIR Motion Sensors (cost of device, programing, activation and installation)	ea		25	

No.	ITEMS DESCRIPTION	UNIT	NET PRICE	QUANTITY	TOTAL NET PRICE IN
-----	-------------------	------	-----------	----------	--------------------

			IN PLN		PLN
17	TEXECOM (or equivalent) EXODUS FT64 Fire/Smoke Sensor (cost of device, programing, activation and installation)	ea		15	
18	TANE (or equivalent): TANE50, TANE60 Magnetic Contacts (cost of device, programing, activation and installation)	ea		150	
19	ALARMTEC (or equivalent) 7Ah/12V Battery (cost of device, programing, activation and installation)	ea		20	
20	6 x 0,5 Wiring (cost of material and installation)	rm		2000	
21	8 x 0,5 Wiring (cost of material and installation)	rm		1000	
22	12 x 0,5 Wiring (cost of material and installation)	rm		1000	
23	16 x 0,5 Wiring (cost of material and installation)	rm		800	
24	STASIŃSKI (or equivalent) 14x14 conduit (cost of material and installation)	rm		100	
25	STASIŃSKI (or equivalent) 20x20 conduit (cost of material and installation)	rm		100	
25	Chiseling Walls (drilling through the walls of 40 - 50 cm thickness and drilling between two levels of the floors) (cost of labor)	rm		400	
27	Plaster repairs (cost of labor)	M ²		400	
28	Emergency repair of alarm and fire systems (cost of labor)	ea		116	
ESTIMATED TOTAL CONTRACT NET PRICE FOR BASE YEAR:					
ESTIMATED VAT FOR BASE YEAR:					
ESTIMATED GRAND TOTAL CONTRACT PRICE FOR BASE YEAR:					

2.1.1. Minimum/Maximum

The U.S. Government guarantees the following minimum and maximum orders under this contract during this base year:

Emergency repair of existing alarm systems (2.1): minimum of 50; maximum of 140.

Furnishing, installation, maintenance and testing of new alarm systems (2.1): minimum of 2; maximum of 7.

2.2. FIRST OPTION YEAR PRICES (April 7, 2016 – April 6, 2017)

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

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

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
1	Installation programming and activation of central unit (mother board) on the wall in metal box – device provided by the Embassy	ea		7	
2	Installation of LED or LCD keypad programming and activation (garage, grand floor, second floor) – device provided by the Embassy	ea		21	
3	Installation of Radio Communication System Transmitter – device provided by the Embassy	ea		5	
4	Installation of Radio Communication System Transmitter and Transmitting Antenna wiring and connecting to the Alarm System – device provided by the Embassy	ea		15	
5	PC 5108 Extension Module Central Unit 8 lines (cost of device, programming, activation and installation)	ea		15	
6	PC 5208 Extension Module Central Unit 8 lines low voltage (cost of device, programming, activation and installation)	ea		15	
7	SATEL (or equivalent) CA-64E Extension Module Central Unit 8 lines (cost of device, programming, activation and installation)	ea		15	
8	Panic Buttons remotely controlled AAT (or equivalent) RA-200 (cost of device, programming, activation and installation)	ea		10	
9	Panic Buttons remotely controlled SATEL (or equivalent) RX-2K (cost of device, programming, activation and installation)	ea		10	
10	DSC MOS-5 – External Siren (cost of device, programming, activation and installation)	ea		9	
11	SATEL (or equivalent) SPL-5010 – External Siren (cost of device, programming, activation and installation)	ea		10	
12	DSC MOS-1, DSC MOS-2 and SATEL (or equivalent) SPW-100 - Internal Siren (cost of device, programming, activation and installation)	ea		10	
13	SATEL (or equivalent) AQUA PLUS PIR Motion Sensors (cost of device, programming, activation and installation)	ea		30	
14	SATEL (or equivalent) PRO PIR Motion Sensors (cost of device, programming, activation and installation)	ea		20	
15	SATEL (or equivalent) COBALT PLUS PIR Motion Sensors (cost of device, programming, activation and installation)	ea		20	
16	SATEL (or equivalent) COBALT PRO - PIR Motion Sensors (cost of device, programming, activation and installation)	ea		25	

No.	ITEMS DESCRIPTION	UNIT	NET	QUANTITY	TOTAL NET
-----	-------------------	------	-----	----------	-----------

			PRICE IN PLN		PRICE IN PLN
17	TEXECOM (or equivalent) EXODUS FT64 Fire/Smoke Sensor (cost of device, programing, activation and installation)	ea		15	
18	TANE (or equivalent): TANE50, TANE60 Magnetic Contacts (cost of device, programing, activation and installation)	ea		150	
19	ALARMTEC (or equivalent) 7Ah/12V Battery (cost of device, programing, activation and installation)	ea		20	
20	6 x 0,5 Wiring (cost of material and installation)	rm		2000	
21	8 x 0,5 Wiring (cost of material and installation)	rm		1000	
22	12 x 0,5 Wiring (cost of material and installation)	rm		1000	
23	16 x 0,5 Wiring (cost of material and installation)	rm		800	
24	STASIŃSKI (or equivalent) 14x14 conduit (cost of material and installation)	rm		100	
25	STASIŃSKI (or equivalent) 20x20 conduit (cost of material and installation)	rm		100	
25	Chiseling Walls (drilling through the walls of 40 - 50 cm thickness and drilling between two levels of the floors) (cost of labor)	rm		400	
27	Plaster repairs (cost of labor)	M ²		400	
28	Emergency repair of alarm and fire systems (cost of labor)	ea		116	
ESTIMATED TOTAL CONTRACT NET PRICE FOR BASE YEAR:					
ESTIMATED VAT FOR FIRST OPTION YEAR:					
ESTIMATED GRAND TOTAL CONTRACT PRICE FOR BASE YEAR:					

2.2.1. Minimum/Maximum

The U.S. Government guarantees the following minimum and maximum orders under this contract during this first option year:

Emergency repair of existing alarm systems (2.1): minimum of 50; maximum of 140.

Furnishing, installation, maintenance and testing of new alarm systems (2.1): minimum of 2; maximum of 7.

2.3. **SECOND OPTION YEAR PRICES (April 7, 2017 – April 6, 2018)**

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

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

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
1	Installation programming and activation of central unit (mother board) on the wall in metal box – device provided by the Embassy	ea		7	
2	Installation of LED or LCD keypad programming and activation (garage, grand floor, second floor) – device provided by the Embassy	ea		21	
3	Installation of Radio Communication System Transmitter – device provided by the Embassy	ea		5	
4	Installation of Radio Communication System Transmitter and Transmitting Antenna wiring and connecting to the Alarm System – device provided by the Embassy	ea		15	
5	PC 5108 Extension Module Central Unit 8 lines (cost of device, programming, activation and installation)	ea		15	
6	PC 5208 Extension Module Central Unit 8 lines low voltage (cost of device, programming, activation and installation)	ea		15	
7	SATEL (or equivalent) CA-64E Extension Module Central Unit 8 lines (cost of device, programming, activation and installation)	ea		15	
8	Panic Buttons remotely controlled AAT (or equivalent) RA-200 (cost of device, programming, activation and installation)	ea		10	
9	Panic Buttons remotely controlled SATEL (or equivalent) RX-2K (cost of device, programming, activation and installation)	ea		10	
10	DSC MOS-5 – External Siren (cost of device, programming, activation and installation)	ea		9	
11	SATEL (or equivalent) SPL-5010 – External Siren (cost of device, programming, activation and installation)	ea		10	
12	DSC MOS-1, DSC MOS-2 and SATEL (or equivalent) SPW-100 - Internal Siren (cost of device, programming, activation and installation)	ea		10	
13	SATEL (or equivalent) AQUA PLUS PIR Motion Sensors (cost of device, programming, activation and installation)	ea		30	
14	SATEL (or equivalent) PRO PIR Motion Sensors (cost of device, programming, activation and installation)	ea		20	
15	SATEL (or equivalent) COBALT PLUS PIR Motion Sensors (cost of device, programming, activation and installation)	ea		20	
16	SATEL (or equivalent) COBALT PRO - PIR Motion Sensors (cost of device, programming, activation and installation)	ea		25	

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
17	TEXECOM (or equivalent) EXODUS FT64 Fire/Smoke Sensor (cost of device, programing, activation and installation)	ea		15	
18	TANE (or equivalent): TANE50, TANE60 Magnetic Contacts (cost of device, programing, activation and installation)	ea		150	
19	ALARMTEC (or equivalent) 7Ah/12V Battery (cost of device, programing, activation and installation)	ea		20	
20	6 x 0,5 Wiring (cost of material and installation)	rm		2000	
21	8 x 0,5 Wiring (cost of material and installation)	rm		1000	
22	12 x 0,5 Wiring (cost of material and installation)	rm		1000	
23	16 x 0,5 Wiring (cost of material and installation)	rm		800	
24	STASIŃSKI (or equivalent) 14x14 conduit (cost of material and installation)	rm		100	
25	STASIŃSKI (or equivalent) 20x20 conduit (cost of material and installation)	rm		100	
25	Chiseling Walls (drilling through the walls of 40 - 50 cm thickness and drilling between two levels of the floors) (cost of labor)	rm		400	
27	Plaster repairs (cost of labor)	M ²		400	
28	Emergency repair of alarm and fire systems (cost of labor)	ea		116	
ESTIMATED TOTAL CONTRACT NET PRICE FOR BASE YEAR:					
ESTIMATED VAT FOR SECOND OPTION YEAR:					
ESTIMATED GRAND TOTAL CONTRACT PRICE FOR BASE YEAR:					

2.3.1. Minimum/Maximum

The U.S. Government guarantees the following minimum and maximum orders under this contract during this second option year:

Emergency repair of existing alarm systems (2.1): minimum of 50; maximum of 140.

Furnishing, installation, maintenance and testing of new alarm systems (2.1): minimum of 2; maximum of 7.

2.4. **THIRD OPTION YEAR PRICES (April 7, 2018 – April 6, 2019)**

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

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

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
1	Installation programming and activation of central unit (mother board) on the wall in metal box – device provided by the Embassy	ea		7	
2	Installation of LED or LCD keypad programming and activation (garage, grand floor, second floor) – device provided by the Embassy	ea		21	
3	Installation of Radio Communication System Transmitter – device provided by the Embassy	ea		5	
4	Installation of Radio Communication System Transmitter and Transmitting Antenna wiring and connecting to the Alarm System – device provided by the Embassy	ea		15	
5	PC 5108 Extension Module Central Unit 8 lines (cost of device, programming, activation and installation)	ea		15	
6	PC 5208 Extension Module Central Unit 8 lines low voltage (cost of device, programming, activation and installation)	ea		15	
7	SATEL (or equivalent) CA-64E Extension Module Central Unit 8 lines (cost of device, programming, activation and installation)	ea		15	
8	Panic Buttons remotely controlled AAT (or equivalent) RA-200 (cost of device, programming, activation and installation)	ea		10	
9	Panic Buttons remotely controlled SATEL (or equivalent) RX-2K (cost of device, programming, activation and installation)	ea		10	
10	DSC MOS-5 – External Siren (cost of device, programming, activation and installation)	ea		9	
11	SATEL (or equivalent) SPL-5010 – External Siren (cost of device, programming, activation and installation)	ea		10	
12	DSC MOS-1, DSC MOS-2 and SATEL (or equivalent) SPW-100 - Internal Siren (cost of device, programming, activation and installation)	ea		10	
13	SATEL (or equivalent) AQUA PLUS PIR Motion Sensors (cost of device, programming, activation and installation)	ea		30	
14	SATEL (or equivalent) PRO PIR Motion Sensors (cost of device, programming, activation and installation)	ea		20	
15	SATEL (or equivalent) COBALT PLUS PIR Motion Sensors (cost of device, programming, activation and installation)	ea		20	
16	SATEL (or equivalent) COBALT PRO - PIR Motion Sensors (cost of device, programming, activation and installation)	ea		25	

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
17	TEXECOM (or equivalent) EXODUS FT64 Fire/Smoke Sensor (cost of device, programing, activation and installation)	ea		15	
18	TANE (or equivalent): TANE50, TANE60 Magnetic Contacts (cost of device, programing, activation and installation)	ea		150	
19	ALARMTEC (or equivalent) 7Ah/12V Battery (cost of device, programing, activation and installation)	ea		20	
20	6 x 0,5 Wiring (cost of material and installation)	rm		2000	
21	8 x 0,5 Wiring (cost of material and installation)	rm		1000	
22	12 x 0,5 Wiring (cost of material and installation)	rm		1000	
23	16 x 0,5 Wiring (cost of material and installation)	rm		800	
24	STASIŃSKI (or equivalent) 14x14 conduit (cost of material and installation)	rm		100	
25	STASIŃSKI (or equivalent) 20x20 conduit (cost of material and installation)	rm		100	
25	Chiseling Walls (drilling through the walls of 40 - 50 cm thickness and drilling between two levels of the floors) (cost of labor)	rm		400	
27	Plaster repairs (cost of labor)	M ²		400	
28	Emergency repair of alarm and fire systems (cost of labor)	ea		116	
ESTIMATED TOTAL CONTRACT NET PRICE FOR BASE YEAR:					
ESTIMATED VAT FOR THIRD OPTION YEAR:					
ESTIMATED GRAND TOTAL CONTRACT PRICE FOR BASE YEAR:					

2.4.1. Minimum/Maximum

The U.S. Government guarantees the following minimum and maximum orders under this contract during this third option year:

Emergency repair of existing alarm systems (2.1): minimum of 50; maximum of 140.

Furnishing, installation, maintenance and testing of new alarm systems (2.1): minimum of 2; maximum of 7.

2.5. **FOURTH OPTION YEAR PRICES (April 7, 2019 – April 6, 2020)**

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

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

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
1	Installation programing and activation of central unit (mother board) on the wall in metal box – device provided by the Embassy	ea		7	
2	Installation of LED or LCD keypad programing and activation (garage, grand floor, second floor) – device provided by the Embassy	ea		21	
3	Installation of Radio Communication System Transmitter – device provided by the Embassy	ea		5	
4	Installation of Radio Communication System Transmitter and Transmitting Antenna wiring and connecting to the Alarm System – device provided by the Embassy	ea		15	
5	PC 5108 Extension Module Central Unit 8 lines (cost of device, programing, activation and installation)	ea		15	
6	PC 5208 Extension Module Central Unit 8 lines low voltage (cost of device, programing, activation and installation)	ea		15	
7	SATEL (or equivalent) CA-64E Extension Module Central Unit 8 lines (cost of device, programing, activation and installation)	ea		15	
8	Panic Buttons remotely controlled AAT (or equivalent) RA-200 (cost of device , programing, activation and installation)	ea		10	
9	Panic Buttons remotely controlled SATEL (or equivalent) RX-2K (cost of device , programing, activation and installation)	ea		10	
10	DSC MOS-5 – External Siren (cost of device, programing, activation and installation)	ea		9	
11	SATEL (or equivalent) SPL-5010 – External Siren (cost of device, programing, activation and installation)	ea		10	
12	DSC MOS-1, DSC MOS-2 and SATEL (or equivalent) SPW-100 - Internal Siren (cost of device, programing, activation and installation)	ea		10	
13	SATEL (or equivalent) AQUA PLUS PIR Motion Sensors (cost of device, programing, activation and installation)	ea		30	
14	SATEL (or equivalent) PRO PIR Motion Sensors (cost of device, programing, activation and installation)	ea		20	
15	SATEL (or equivalent) COBALT PLUS PIR Motion Sensors (cost of device, programing, activation and installation)	ea		20	
16	SATEL (or equivalent) COBALT PRO - PIR Motion Sensors (cost of device, programing, activation and installation)	ea		25	

No.	ITEMS DESCRIPTION	UNIT	NET PRICE IN PLN	QUANTITY	TOTAL NET PRICE IN PLN
17	TEXECOM (or equivalent) EXODUS FT64 Fire/Smoke Sensor (cost of device, programing, activation and installation)	ea		15	
18	TANE (or equivalent): TANE50, TANE60 Magnetic Contacts (cost of device, programing, activation and installation)	ea		150	
19	ALARMTEC (or equivalent) 7Ah/12V Battery (cost of device, programing, activation and installation)	ea		20	
20	6 x 0,5 Wiring (cost of material and installation)	rm		2000	
21	8 x 0,5 Wiring (cost of material and installation)	rm		1000	
22	12 x 0,5 Wiring (cost of material and installation)	rm		1000	
23	16 x 0,5 Wiring (cost of material and installation)	rm		800	
24	STASIŃSKI (or equivalent) 14x14 conduit (cost of material and installation)	rm		100	
25	STASIŃSKI (or equivalent) 20x20 conduit (cost of material and installation)	rm		100	
25	Chiseling Walls (drilling through the walls of 40 - 50 cm thickness and drilling between two levels of the floors) (cost of labor)	rm		400	
27	Plaster repairs (cost of labor)	M ²		400	
28	Emergency repair of alarm and fire systems (cost of labor)	ea		116	
ESTIMATED TOTAL CONTRACT NET PRICE FOR BASE YEAR:					
ESTIMATED VAT FOR FOURTH OPTION YEAR:					
ESTIMATED GRAND TOTAL CONTRACT PRICE FOR BASE YEAR:					

2.5.1. Minimum/Maximum

The U.S. Government guarantees the following minimum and maximum orders under this contract during this fourth option year:

Emergency repair of existing alarm systems (2.1): minimum of 50; maximum of 140.

Furnishing, installation, maintenance and testing of new alarm systems (2.1): minimum of 2; maximum of 7.

2.6 **GRAND TOTAL PRICE**

GRAND TOTAL VALUE EQUALS:

OPTION YEAR	NET in PLN	VAT in PLN	GROSS in PLN
TOTAL BASE YEAR			
FIRST OPTION YEAR			
SECOND OPTION YEAR			
THIRD OPTION YEAR			
FOURTH OPTION YEAR			

GRAND TOTAL FOR THE 5 YEARS PERIOD = _____ **GROSS in PLN**

CONTINUATION TO SF-1449,
RFQ NUMBER SPL90015Q0005
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT (PWS)

The Contractor shall activate and/or provide and install an alarm system for each residence and office premises covered under this contract. The alarm systems provided shall interface with a central alarm monitoring system (CAMS) via radio signal (not telephone lines) using repeaters supplied by the Embassy Regional Security Office. The system, when activated, shall sound an alarm at the Embassy Regional Security Guards Supervisors Office (called "the Center") and the Embassy Regional Security Office shall be able to monitor all alarm soundings for immediate reaction.

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

- Window/door contact sensors or motion detectors
- Hand-held panic buttons

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

1.1. REACT TEAMS & MONITORING

Reaction Team and Monitoring is the sole responsibility of the Embassy Regional Security Guards Supervisors Office.

1.2. EMERGENCY REPAIR OF EXISTING ALARM SYSTEMS

In emergency situations the Contractor will be called by the COR and is required to respond within 1 hour and take action.

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

1.3. FURNISHING AND INSTALLATION OF NEW ALARM SYSTEMS

1.3.1. DESCRIPTION

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

- PC 5108 Extension Module Central Unit 8 lines
- PC 5208 Extension Module Central Unit 8 lines low voltage
- SATEL (or equivalent) CA-64E Extension Module Central Unit 8 lines

- Panic Buttons remotely controlled AAT RA-200
- Panic Buttons remotely controlled SATEL RX-2K
- DSC MOS-5 – External Siren
- SATEL (or equivalent) SPL-5010 – External Siren
- DSC MOS-1 - Internal Siren
- DSC MOS-2 – Internal Siren
- SATEL (or equivalent) SPW-100 – Internal Siren
- SATEL (or equivalent) AQUA PLUS PIR Motion Sensors
- SATEL (or equivalent) PRO PIR Motion Sensors
- SATEL (or equivalent) COBALT PLUS PIR Motion Sensors
- SATEL (or equivalent) COBALT PRO - PIR Motion Sensors
- TEXECOM (or equivalent) EXODUS FT64 Fire/Smoke Sensor
- TANE (or equivalent) TANE50 Magnetic Contacts
- TANE (or equivalent) TANE60 Magnetic Contacts
- ALARMTEC (or equivalent) 7Ah/12V Battery
- ALARMTEC (or equivalent) 17Ah/12V Battery
- 6 x 0,5 Wiring
- 8 x 0,5 Wiring
- 12 x 0,5 Wiring
- 16 x 0,5 Wiring
- STASIŃSKI (or equivalent) 14x14 conduit
- STASIŃSKI (or equivalent) 20x20 conduit

Task orders will be issued for each installation/service required.

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

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

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

1.3.2. ACCESS

The contractor will receive permission from the COR to access the properties on case by case basis, upon fulfilling security requirements as stated under paragraph 10.

1.3.3. TYPE OF EQUIPMENT

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

1.3.4. INSTALLATION WARRANTY

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

1.3.5. OPERATION INSTRUCTIONS BOOKLET

The Embassy Regional Security Guards Supervisors Office is the sole owner of the Operation instructions booklet.

1.3.6. LIST OF ALARM ZONES

The Contractor shall provide to the COR a LIST OF ALARM ZONES for each residence, detailing where, and what type of sensors have been installed, within five (5) days of installation.

2. DELIVERY SCHEDULE

2.1. Emergency Repair of Previously Installed Alarm Systems: Each individual previously installed alarm system must be activated, made operational and tested. The contractor is required to respond within 1 hour and take action 24-hours, 365-days per year.

2.2. Installation of New Alarm Systems: Each individual newly installed alarm system must be activated, made operational and tested within maximum five (5) working days (8:00-17:00).

2.3 Individual appointments with residents for the activation of existing alarms and for the installation of new alarm systems will be made by the COR. The COR will give the Contractor a task order with at least two (2) working days' notice before each individual installation/activation appointment.

2.4 DELIVERY SCHEDULE

The following items shall be delivered under this contract:

Description & PWS Section	Qty	Delivery Date	Deliver To
List of alarm zones, 1.3.6	1	5 days after installation	COR

2.5 PERIOD OF PERFORMANCE

The contract shall be effective as from April 7, 2015 and shall remain in effect for twelve (12) months, with four option years in accordance with FAR 52.217-9.

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

3. TASK ORDERS

The Contracting Officer will issue task orders to the Contractor to perform any work under this contract. If a task is given orally, it will be followed up by a written task order within two (2) days of the oral order. All task orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed.

4. PROJECT MANAGEMENT AND SUPERVISION

In view of the importance of this project, the Contractor shall assign a specific project manager who will be the direct liaison with the COR concerning all work related to this contract. It will be the project manager's task to direct, schedule, supervise, inspect and test the work under this contract, and to receive instructions from the COR. The Contractor's project manager shall be able to speak and understand the English language at Level 2.

Level 2 is defined as being able to verbally satisfy routine demands and limited work requirements, and being able to comprehend simple written material on subjects within a familiar context.

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

5. COVERAGE DURING EXTENDED POWER OUTAGES

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

6. REPORTING - RESERVED

7. SUBCONTRACTING

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

8. DEFINITIONS

"Central Processor/Control Box" is a unit that receives and analyzes input from the sensors installed in various zones being protected and communicates via the radio transmitter to the Central Alarm Monitoring System (CAMS) located at a base operations center.

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

"Transmitter" is the primary transmitter that establishes a radio signal link for communication between the control box and the CAMS at the base operations center.

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

"Door/Window Contact Sensors" are magnetic-type sensors that are mounted on windows and doors to signal when they have been opened.

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

"Hand-Held Panic Alert Buttons" are small, remote-control-type units that can be carried on one's person in or near the protected property. In case of an emergency, the button can be pressed to signal for assistance from a React Team.

"Interior Siren" is an audible alarm positioned inside the protected property to alert the occupants to an alarm condition.

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

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

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

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

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

9. INSPECTION BY GOVERNMENT:

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

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

9.1 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all alarm system services set forth in the performance work statement (PWS).	1 thru 1.4.	All required services are performed and no more than one (1) customer complaint is received per month.

9.1.2 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.

9.1.3 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 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

9.1.4 PROCEDURES

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

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

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

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

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

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

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

10. SECURITY

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

11. STANDARDS OF CONDUCT

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

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

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

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

(e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;

- Security violations; or,
- Organizing or participating in gambling in any form.

(f) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

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

12. PERSONNEL HEALTH REQUIREMENTS

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

13. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

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

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

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

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

(1) Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	<i>\$50,000</i>
Cumulative	<i>\$200,000</i>
(2) Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	<i>\$50,000</i>
Cumulative	<i>\$200,000</i>

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

14. ORDERING OFFICIAL

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

15. CERTIFICATE OF INSURANCE

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

16. LIST OF ATTACHMENTS

EXHIBIT A - CONTRACTOR FURNISHED MATERIALS

EXHIBIT B - GOVERNMENT FURNISHED PROPERTY

EXHIBIT C - RESIDENCES

EXHIBIT A - CONTRACTOR FURNISHED MATERIALS

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

- PC 5108 Extension Module Central Unit 8 lines
- PC 5208 Extension Module Central Unit 8 lines low voltage
- SATEL (or equivalent) CA-64E Extension Module Central Unit 8 lines
- Panic Buttons remotely controlled AAT RA-200
- Panic Buttons remotely controlled SATEL RX-2K
- DSC MOS-5 – External Siren
- SATEL (or equivalent) SPL-5010 – External Siren
- DSC MOS-1 - Internal Siren
- DSC MOS-2 – Internal Siren
- SATEL (or equivalent) SPW-100 – Internal Siren
- SATEL (or equivalent) AQUA PLUS PIR Motion Sensors
- SATEL (or equivalent) PRO PIR Motion Sensors
- SATEL (or equivalent) COBALT PLUS PIR Motion Sensors
- SATEL (or equivalent) COBALT PRO - PIR Motion Sensors
- TEXECOM (or equivalent) EXODUS FT64 Fire/Smoke Sensor
- TANE (or equivalent) TANE50 Magnetic Contacts
- TANE (or equivalent) TANE60 Magnetic Contacts
- ALARMTEC (or equivalent) 7Ah/12V Battery
- ALARMTEC (or equivalent) 17Ah/12V Battery
- 6 x 0,5 Wiring
- 8 x 0,5 Wiring
- 12 x 0,5 Wiring
- 16 x 0,5 Wiring
- STASIŃSKI (or equivalent) 14x14 conduit
- STASIŃSKI (or equivalent) 20x20 conduit
- Electrical connections
- Long-life lithium battery back-ups for when power outages occur with replacements (24 hours minimum capacity)
- Glass break sensors
- Window/door magnetic contact sensors or motion detectors
- Hard wired and hand-held panic alarm buttons
- All necessary wiring and cabling
- Uniforms and personal equipment
- Central alarm panels with maximum 5 or 6 zones (maximum one alarm per zone only)
- Sirens
- List of alarm zones

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

EXHIBIT B - GOVERNMENT FURNISHED PROPERTY

- Central Unit (mother board)
- LED or LCD keypad
- Radio Communication System Transmitter
- Radio Communication System Transmitting Antenna

EXHIBIT C - RESIDENCES

There are 116 properties; the average apartment space is 120 sqm and the average house space is 240 sqm and the average space of office premises is 450 sqm.

A detailed list of residences will be provided after contract award.

SECTION 2 - CONTRACT CLAUSES

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

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

__ (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).
- (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](#).
- _x_ (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).
- _x_ (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).
- x (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:

- (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.

(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 these addresses:

<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 access 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 Regulations are incorporated by reference:

- 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)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

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

52.216-18 ORDERING (OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of **\$3,000**;
- (2) Any order for a combination of items in excess of **\$25,000**; or

(3) A series of orders from the same ordering office within **14 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

(b) Invoice Submission. The Contractor shall submit invoices in one original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

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

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

Holiday	Country
New Year's Day	Poland & USA
Epiphany	Poland
Martin Luther King Day	USA
Presidents' Day	USA
Easter Day	Poland
Easter Monday	Poland
Labor Day	Poland
Constitution Day	Poland
Memorial Day	USA
Independence Day	USA
Corpus Christi	Poland
Assumption of Mary	Poland
Labor Day	USA
Columbus Day	USA
All Saint's Day	Poland
Veterans Day	USA
Independence Day	Poland
Thanksgiving Day	USA
Christmas Eve	Poland
Christmas Day	Poland & USA

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 accounting policy.

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

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

(b) The COR for this contract is the **Regional Security Officer**.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

The Contractor warrants the following:

- (a) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (b) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (c) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

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

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

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

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (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:

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

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

(3) List of clients over the past 3 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 Poland, 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 Installation and maintenance of residential alarm systems services to include but not limited to:

- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
- (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Evidence that the Contractor has the capability to install and maintain the alarm systems under this RFQ.

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

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

B. PRE-QUOTATION CONFERENCE

A pre-quotation conference to discuss the requirements of this solicitation will be held on February 25, 2015 at 10:00 am local time at the American Embassy, General Services Office, ul. Piekna 14A, 00-539 Warszawa. The bidders interested in participating in this meeting are obliged to register their participation no later than February 23, 2015 until 12:00 local time.

Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

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

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

The following DOSAR provisions 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, **Mr. Wayne McDuffy, the American Embassy Management Counselor at telephone number: 48-22/504 22 22.**

For a U.S. 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

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

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of Section 3, including a review of the list of alarm zones on the alarm system and proposed project manager. The Government may also review experience and past performance to verify quality of past performance.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine Contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 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 Federal Acquisition(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JULY 1990)

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

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

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

(d) Reserved

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

(f) Reserved

(g) Reserved

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

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

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

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

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

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

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial

challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(j) *Place of manufacture.* (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.

(I) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (I)(3) through (I)(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).*

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

(4) *Type of organization.*

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

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 OFFEROR 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:	

(b) The Contracting Officer has determined that for performance in the country of Poland

- 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.

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)