Embassy of the United States of America

Riyadh, Saudi Arabia
August 6, 2014

Dear Prospective Bidders,

SUBJECT: Solicitation Number ***SSA70014Q0049 "supply and installation of Generator and Automatic Transferring Switch (ATS) at the GSO Annex warehouse facility of the Embassy of the United States of America, Riyadh, Saudi Arabia***

Enclosed is a Request for Quotation (RFQ) to ***supply and installation of Generator and Automatic Transferring Switch (ATS) at the GSO Annex warehouse facility of the Embassy of the United States of America, Riyadh, Saudi Arabia.*** If you would like to submit a quotation, follow the instruction in Section-3 of the solicitation, complete required portion of the attached document, and submit it to the address shown on the standard form – 1449.

The Embassy intends to conduct a preproposal conference and site visit at the site of the project. The site visit and preproposal conference will be held on **Thursday, August 21, 2014 at 1100 hours**.

Offerors intending to participate in the preproposal conference shall be required to submit the names of those company representatives attending, to the Contracting Officer, American Embassy, Riyadh, by fax or email no later **than COB (1700), Monday, August 18, 2014.**

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" ***for Supply and installation of generator and ATS at Annex warehouse facility of the Embassy of the United States of America, Riyadh, Saudi Arabia*** on or before ***1700 hours on Thursday, September 11, 2014.*** No proposal will be accepted after this time.

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

1. SF-1449
2. Section 1, Block 23
3. Section 5, Representations and Certifications;
4. Section 3. Additional information as required for submission of proposal

Direct any questions regarding this solicitation either by fax: 011-488-7939 or by email: RiyadhContracting@state.gov, should be submitted on or before 1700 hours Thursday, August 28, 2014.

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

Sincerely,

EMBASSY OF THE UNITED STATES OF AMERICA
RIYADH

James E. Barclay
Contracting Officer

SOLICITATION DOCUMENT

United States Embassy Riyadh, Saudi Arabia
Contracting and Procurement office
Supply and Installation of Generator and ATS

CONTRACT No. S-SA7001 4Q0049

Embassy of the United States of America
P.O. Box 94309
Riyadh 11693
Saudi Arabia

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER PR3567920

7. FOR SOLICITATION INFORMATION CALL ▶

a. NAME James E. Barclay, Contracting Officer

b. TELEPHONE NUMBER(No collect calls) +966-11-488-3800 X 4163

8. *OFFER DUE DATE/ LOCAL TIME* **1700 Hours September 11, 2014**

9. ISSUED BY CODE

Contracting Officer
Embassy of the United States of America
Diplomatic Quarter, Riyadh, Saudi Arabia

Tel: +966-1-488-3800 X 4163
Fax: +966-11-488-7939
Email: riyadhcontracting@state.gov

10. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE: % FOR

☐ SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS

☐ 8(A)

NAICS:

SIZE STD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

U.S. Embassy, Riyadh, Saudi Arabia

16. ADMINISTERED BY CODE

Same as block # 9, above

17a. CONTRACTOR/ CODE FACILITY

18a. PAYMENT WILL BE MADE BY CODE

Financial Manager Center
Embassy of the United States of America
Riyadh, Saudi Arabia

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use

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

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print) James E. Barclay

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	24. AMOUNT SAR
	The U.S. Embassy in Riyadh, Saudi Arabia, requires the services of a Design, Supply and Installation Contractor including all cabling necessary to supply power to the whole Annex Compound. The generator 300 KVA and ATS shall be in weather proof housing NEMA 3R. This Statement of Work requires the Contractor to provide site survey/assessment services and support, cost estimating and scheduling services, design, and construction services. Contractor shall submit design and construction plan of a 300KVA Generator Set Including ATS (Automatic Transferring Switch) supply, install the approved Gen-Set and all cabling required to supply power to all the Annex. The contractor shall provide all and everything needed to complete the project which includes and is not limited to Materials, Manpower/Labor and supervision of contractor manpower, equipment, tools and any machinery and safety equipment necessary for a completed Project according to the Attached SOW.	0.00

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SECTION 1 - THE SCHEDULE

CONTINUATION TO **SF-1449**
RFQ NUMBER ***S-SA70014Q0049***
PRICES, **BLOCK 23**

Scope of Services

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed-price for all the installation and services.

I. PERFORMANCE WORK STATEMENT

The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to complete the required generator and installation, as per attached Scope of Work (SOW)

1. **Prices**
In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP)

2. **VALUE ADDED TAX**

VAT VERSION B

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

3.1 The firm fixed-prices are in **Saudi Arabian Riyals.**

II. 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
Services. Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than two (2) customer complaint is received per month.

III. PRICING

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services for the supply and installation of the generator and Automatic Transferring Switch (ATS) at GSO Annex (warehouse) facility in Arqa area of the American Embassy, Riyadh, Saudi Arabia

The U.S. Embassy in Riyadh, Saudi Arabia, requires the services of a Design, Supply and Installation Contractor including all cabling necessary to supply power to the whole Annex Compound. The generator 300 KVA and ATS shall be in weather proof housing NEMA 3R. This Statement of Work requires the Contractor to provide site survey/assessment services and support, cost estimating and scheduling services, design, and construction services. Contractor shall submit design and construction plan of a 300KVA Generator Set Including ATS (Automatic Transferring Switch) supply, install the approved Gen-Set and all cabling required to supply power to all the Annex. The contractor shall provide all and everything needed to complete the project which includes and is not limited to Materials, Manpower/Labor and supervision of contractor manpower, equipment, tools and any machinery and safety equipment necessary for a completed Project according to the Attached SOW.

Line Item#	**Description of Services**	**Total Price SAR**
01	Supply and installation of generator 300 KVA and Automatic Transferring Switch (ATS) weather proof housing NEMA3R.	

CONTINUATION TO **SF-1449**,
RFQ NUMBER ***S-SA70014Q0049***
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Contractor shall furnish the requirements to supply and installation of generator and automatic switch (ATS) at GSO Annex warehouse facility of the Embassy of the United States of America, Riyadh, Saudi Arabia.

STATEMENT OF WORK

FOR

ANNEX GENERATOR AND ATS INSTALLATION

US EMBASSY, RIYADH, SAUDI ARABIA

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1.0 INTRODUCTION

The U.S. Embassy in Riyadh, Saudi Arabia, requested OBO assistance for installation of a new ANNEX generator and ATS. The generator and ATS shall be in weather proof housing NEMA 3R.
This Statement of Work requires the Contractor to provide site survey/assessment services and support, cost estimating and scheduling services, design, and construction services.

- Property ID -
- Property Name – ANNEX/WARENHOUSE

1.1 The project shall entail a field verification of existing conditions, and two follow-on phases (design and construction). Available drawings, photographs, and field notes of existing conditions will be provided via separate correspondence.

- Phase I – Design shall include but not limited to preparation and submission of the 100%, and Final construction documents. Each submission shall consist of deliverables noted in Section 8.3.

- Phase II – Construction shall include logistics services, qualified tradesmen, material/equipment procurement, and construction services. The areas to be protected under this SOW include the interior spaces affected by the work and exterior spaces adjacent to the area of work.

1.2 The Contractor shall furnish all labor, equipment and services necessary to manage, plan, and implement all requirements and supervisory oversight necessary to execute and complete this project.

1.3 This work includes logistics services, tradesman and all associated project management functions. The Contractor shall furnish all services necessary to manage, plan, and implement requirements for material, procurement, shipping, field construction services, and supervisory oversight necessary to execute and complete this project. There will be no government furnished equipment.

1.4 All work performed by the contractor shall be completed and comply with the requirements described in the latest editions of the following publications:

- International Building Code (2009) and OBO-ICS (2012)
- IEEE Standards
- UL Standards
- ANSI Standards
- ASTM Standards
- NETA Standards
- NEMA Standards
- OSHA Standards
- ASHRAE Standards

- USG Overseas Policy Board (OSPB), 12 FAH-6 and 5 FAH-6
- OBO Specifications – available on ProjNet

1.5 The Contractor shall adhere to the current OBO and DS policy, codes and design requirements.

1.6 Contractor work hours for this project shall be a 10 hour day schedule

Specific work schedules will be developed during the 'pre-construction' meeting. The contractor may be required to perform portions of their work after normal business hours. This will be determined during the pre-construction site visit.

2. OBJECTIVES

2.1 The purpose of this scope of work (SOW) is to define the requirement for the generator and ATS installation *and to ensure that the contractor shall determine and define the cabling required to install the generator and ensure that all areas that require coverage by the Gen-Set are allowed for during the design stage as determined by the site visit/inspection.*

2.2 **The Contractor shall adhere to, and execute all work in accordance with this statement of work (SOW), base contract, US design and specifications, shop assembly and manufacturer's drawings; all applicable building/system codes and standards.**

2.3 SCOPE OF WORK

1. Electrical:
   - New generator should be installed outside on 4" concrete pad, replacing the old generator.
   - Rating: 300 KVA, Standby, 220/110V, 60HZ, 1800RPM, 0.8 power factor. Diesel engine in NEMA 3R enclosure.
   - Output Breaker:
     - 1000A, 3-pole, 600V, 60HZ. The breaker shall have interrupting rating specified by the manufacturer and electronic trip units with the following trip functions:
     - Adjustable current settings (multiples of rating plug X)
     - Adjustable long time pick up
     - Adjustable long time delay
     - Adjustable short time pick up
     - Adjustable short time delay
     - Adjustable instantaneous pick up
   - Muffler:
     - Critical grade fully insulated muffler with its exhaust furnished with a rain cap.
     - Flex and mounting brackets to install the fully insulated muffler
     - Insulation blankets for the flex assembly and elbow assembly. (exhaust)
     - Ground fault alarm monitor: Audio and visual display alarm monitor as required by NEC 700.7D.
     - CATERPILALR EMCP 4.2 microprocessor.

- Battery charger:
  - Provide dealer supplied battery charger, 220V input, single phase, to charge 24V DC lead acid batteries. Batteries are mounted on racks.

- Fuel tank: Install day tank with the following specifications.
  - System: Simplex model SRS packaged design or approved equal; UL-142 double-wall secondary containment construction day tank with on-board supply duplex pumps drawing from a remote main source tank.
  - A full flow overflow return pipe from the day tank back to the bulk source tank must be provided. Working vents to outdoors must be provided as well as an emergency vent for tanks.
  - Fuel Oil Day Tank
  - Day tank shall be complete in all respects in order to provide the prime mover with a reliable, local source of fuel. Day tank shall be for use with main tank and fuel delivery system to provide an automatic, self-refilling fuel supply system.
  - The day tank system, shall be designed and manufactured by a single supplier and be a standard product in serial production. The manufacturer shall have at least a 10-year experience in the design and manufacture of these products.
  - Day tank shall be of packaged design to include all inlet flow control devices, other valves, level controls, pump control, indicators, alarms and all other devices as required to form an integrated, functional system such that field installation is restricted largely to external piping, wiring and such intermediate devices that are required by code and/or good engineering practice to interconnect the bulk source of supply to the day tank, the day tank to the generator and to provide for external vents as per local codes and UL142, NFPA31 and NFPA37.
  - The system shall be for use with diesel fuel oil as described by NFPA321, "Basic Classification of Flammable and Combustible Liquids". As defined by this standard, the fuel supply system shall be for use with "combustible liquids", those having a flash point at or above 100°F and further defined as class II or class III liquids. Electrical equipment used in the system shall be in accordance with NFPA30, section 5-7, wherein it states "For areas where class II or class III liquids only are stored or handled at a temperature below their flash points, the electrical equipment may be installed in accordance with provisions of NFPA70, National Electric Code, for ordinary locations..."
  - The system shall be designed and installed in accordance with applicable sections of NFPA30, NFPA31, NFPA37, UL80 and UL142. The day tank shall bear the label of Underwriters Laboratories standard 142 and UL508.
  - The day tank shall be installed adjacent to the generator on the same grade. Anchor tank to the pad.
  - Provide schedule 40, ASTM A 53, black iron pipe connections to the day tank. Make all connections to fixed installed pipe with pipe unions to facilitate tank service/removal.

- (1) Supply to day tank, inlet to day tank pump
- (2) Day tank overflow to bulk supply
- (3) Supply and return to prime mover, as recommended by manufacturer.
- (4) Vent sizes shall be as by UL 142,NFPA31 and NFPA37 as well as project specification requirements.
- Power requirements: 240 or 120V AC, single-phase, 60 Hz.
- Day tank construction
- All welded steel atmospheric tank of rectangular, double-wall secondary containment, welded construction built in accordance with codes and standards noted above for indoor use with fuel oil.
- Pipe thread connections shall be provided for fuel oil supply from remote pump set, supply to prime mover, return from prime mover, overflow to main tank, vents, and drain with fire rated ball valve. A weatherproof, screened vent cap shall be provided as a loose item for field installation at the outdoor vent termination. A weighted type emergency vent cap shall be supplied installed on the primary tank and secondary containment emergency vent ports.
- The tank shall be equipped with a welded steel channel base suitable for bolt attachment to a concrete pad
- The tank shall have interior corrosion inhibitor to deter corrosion prior to installation and use.
- The exterior of the day tank shall receive a heavy-duty industrial anti-corrosion coating and be finish painted
- All day tank system components shall be protected by a removable or hinged steel equipment cover.
- Day tank shall be:
- -Factory leak tested at 3PSI.
- -Steel double-wall secondary containment construction bearing the UL 142 label. The containment shall be equipped with a leak detector that shall activate the "leak" alarm described below. A drain with fire rated ball valve is to be supplied. The containment shall be equipped with a separate e-vent as required by UL 142.
- Supply fire rated ball valves as follows:
  -Day tank drain
  -Secondary containment drain
- Fuel delivery system: Provide installed upon the day tank, a duplex fuel oil pump and duplex pump controller with automatic alternator for supply of fuel from the main tank to the day tank.
- Duplex pumps: Direct drive, motor driven pumps coupled via flexible coupling.
  -Motors to be TEFC construction, HP as required for pump at 50 PSI NEMA type B, continuous duty at 40°C, 1725 RPM, 240V AC, 50 hertz, 1.15 service factor.
  -Pumps to be directly driven, positive displacement, internal gear type with mechanical shaft seal and cast iron body, machined steel gears.
  -Fire rated shutoff ball valves on pump inlets.
  -Pump check valve, spring-type, cast iron construction
  -Flow switch in each pump

-Suction strainer, cast iron wye type fuel oil strainer on each pump suction

-Provide a piston type, 0.1 gallon per stroke hand pump installed and piped and equipped with fire-rated shutoff valves.

- Day tank level controller: A UL Listed, integrated design, digital level controller shall be supplied which provides differential level control for activation of pumps, duplex pump alternator, tank level indication, system alarms and manual operating controls. Level controller shall be self-contained as a unit within a NEMA4 enclosure integral with the day tank assembly.
- Standard relay driven controls:
- Point sensing float switches: low, refill start, refill stop, high, leak sensor

-HOA switch
-Test
-Reset
-Alarm silence
-Numeric display of tank level in gallons (liters)
-Graphic condition display of tank level and pump/status/alarm condition
-Message indicators for status and alarm, including:
-Normal operation
-Pump running (fill, return, single or multiple pumps)
-Tank filling
-Loss of flow
-Low
-Critical low
-High
-Critical high
-Leak
-Not in auto

- Day tank testing

-The day tank shall be supplied with manufacturers test certificates as below;

-Tank test: pressure test, leak proof test and structural integrity/appearance test

-Level controller: operational test of level sensors, level indicator, level control, alarms, backup devices

-Pump: vacuum test, flow test, pressure test, leak proof test, ampere/voltage test, load test, overload test.

- Day tank manual:
- The day tank shall be supplied with an illustrated manufacturer's manual that includes the following:

-Registration certificate
-Glossary
-Equipment list
-Detailed description of operation
-Pump specifications
-Installation instructions
-Troubleshooting instructions
-Maintenance instructions
-Piping diagram
-Electrical drawing

-Exploded view parts drawing/parts list
-Dimensional drawing
-Warranty card

- Warranty
  - Supply a manufacturer's 2-year field service warranty which covers all parts and all labor for guarantee of parts and workmanship as specified herein.
  - Digital/Electronic voltage regulator.
  - Paint
  - Generator: Finish Paint-Standard enamel. Color: CAT yellow.
  - Integral seismic vibration isolators mounted between generator and base frame.
  - Control panel and alarms: The control panel shall have lighting with a light switch with alarm test and reset switch and digital meter. The generator shall have the following alarms and control push buttons and switches to be located in the control panel:
    - Start: Auto/Manual switch.
    - Stop Push Button or switch.
    - Emergency Push button.
    - Voltage Adjust.
    - Speed Adjust.
    - Shutdown Alarms:
    - Over crank.
    - Over speed.
    - Low oil pressure.
    - High–High coolant temperature.
    - Low-Low coolant level.
    - Emergency push button (EPM).
    - Cautionary Alarms:
    - Battery charger failure pre-wired from the battery charger to the control panel.
    - Low coolant level.
    - High coolant temperature.
    - Low fuel level.
    - Digital meter to provide:
    - Frequency
    - RPM
    - Operating hours
    - Oil pressure
    - Coolant temperature
    - L-L volts, L-N volts, phase amps, Hz.

A. AUTOMATIC TRANSFER SWITCH:

- Manufacturer: ASCO series 7000 or approved equal.

- Rating: Open transition, 600A, three-source, three-pole, solid neutral, 208/120V, 60 HZ, 65,000 AIC minimum, with isolation bypass switch for both master and slave switches in NEMA 3R enclosure.

ATS shall have the following features:

a. Auxiliary Contact: closed when switch is the emergency position.
b. Auxiliary Contact: closed when switch is the normal position.
c. 7,14,28 day interval timer exerciser, push button
d. timer operation
e. Engine start contact
f. Indicating LED Pilot Lights:
g. Switch is in emergency position.
h. Switch is in normal position.
i. Normal source available
j. Emergency source available
k. Time delay to engine start: standard setting 3 seconds, adjustable 0-10 seconds.
l. In phase voltage monitor.
m. Time delay engine start: setting 2 seconds, adjustable 0-10 seconds.
n. Time delay on retransfer to normal: setting 15 minutes, adjustable 0-30 minutes.
o. Time delay for engine cool down: settings 5 minutes, adjustable 0-10 minutes.
p. Time delay on transfer to emergency: setting 1 second, adjustable 0-10 seconds.
q. Pushbutton Bypass of time delay and normal emergency
r. Test Switch – Momentary to simulate normal source failure.
s. Maintained Inhibit switch: inhibits transfer in either direction in INHIBIT mode. Allows automatic transfer operation in AUTO.
t. Event Log OD 16 Event that tracks date, time, reason and action taken
u. Frequency indication for utility and generator source.
v. Running time indicator for generator Door mounted counter.
w. Operation counter (door mounted)
x. Normal line sensing -under voltage set @90% dropout, pickup set @ 95%.
y. Normal line sensing - over voltage set @110% dropout, pick up set @ 105%.
z. Normal line sensing -under frequency factory set 2 HZ below pick up, pickup set @ 95%
aa. Normal line sensing -over frequency set @ 105%.
bb. Emergency line sensing - under voltage set @ 80% dropout, pick up @ 90%.
cc. Emergency line sensing - under frequency factory set 2 HZ below pick up, pick up set @ 95%.
dd. Power measurement display meters: Digital display meter w/display of Amps, Volts, Watts, Frequency, KVA, KVAR, and PF.
ee. Manual override to allow the operator to operate the ATS manually if it can't operate in the AUTO mode.

B. Provide all necessary connections to existing electrical distribution system.

C. Provide new distribution panel NEMA 3R, connected to the load side of the new ATS with 600A main breaker, (1) -200A, (4)- 100A, (1)- 70A and (2)- 50A branch breakers.

D. Feed the normal side of the new ATS from new installed, 600A breaker in panel RCP-1.

E. Remove existing double trough switches. Re-feed from new distribution panel existing lighting panel in recreation building, fire pump panel, security guard panel and existing 200A distribution panel RCP-2. Remove existing feed from the main circuit breaker in panel RCP-2 and safe off existing wire. Re-feed from 200A breaker in new distribution panel existing main 200A breaker in RCP-2. Remove all existing tapping from the existing generator supply wire.

3.0 GENERAL REQUIREMENTS

3.1 The period of performance for this project is three hundred (300) calendar days from the first limited notice to proceed (LNTP). The period of performance starts with the issuance of the Limited Notice to Proceed (LNTP) for design and includes the submission of project final close-out report with as-build drawings.

3.2 *Meeting Records*: The Contractor shall provide detailed written records of all conferences, meetings, and discussions held with OBO, A/LM contracting representatives, Post personnel, and any other government representatives related to this task order. Confirmation of telephone conversations in which decisions affecting this project, scope or outcomes shall be prepared in writing and submitted by the Contractor to the Contracting Officer's Representation (COR) within one (1) business day after the event without exceptions.

3.3 The Contracting Officer Representative (COR) for this project is Tony Nikolov (703-875-6560). You must coordinate all technical aspects of the project with him. However, Mr. Nikolov does not have CO authority. Please be reminded that no Government representative, unless that representative is designated or appointed as a Contracting Officer, has authority to issue technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;
(2) Constitutes a change as defined in the contract clause entitled "Changes;"
(3) In any manner causes an increase or decrease in the total price or the time required for contract performance; or
(4) Changes any of the expressed terms, conditions or specifications of the contract.

3.3.1 Any **work performed by the Contractor at the direction of other than a warranted Contracting Officer, acting within the limitations of their authority, shall be at the Contractor's own risk and expense.**

3.4 All deliverables, documents, proposals, etc. submitted by the contractor under this statement of work shall remain the property of the U.S. Government. All U.S. Government documents and data provided to the contractor shall remain the property of the U.S. Government. The contractor shall limit duplication and dissemination of all U.S. Government documents and contractor developed documents under this statement of work to/within the contractor's execution team. Duplication or distribution of project documents is strictly prohibited without the express written approval and authorization of the contracting officer. Upon completion of the project all documents, electronic media, photos, etc. shall be submitted to the Government, including all documents and data the Government provided to the contractor. All project

documents and media shall be submitted to the Government along with the contractor's project completion report.

3.4.1 OBO and/or Post may provide As-Built Drawings of existing work. These drawings shall be used in the development of new construction documents. Any red-lining or annotations on existing drawings/documentation provided by Post or OBO shall be reviewed for re-classification in accordance with the Security Classification Guide (SCG) for the Design and Construction of Overseas Facilities. Any documentation determined to be classified shall be returned to the COR via secure means by post, and in turn, will be provided to the contractor's cleared domestic office approved container. Any generation of new drawings by the contractor based on these archival/as-built records shall be appropriately classified, marked and handled IAW the SCG.

3.5 During the execution of this project, the contractor shall determine proper equipment configurations and coordinate with Post, power system outages, and coordinate with Post access to office, material storage, and work areas.

3.6 All parts, materials, components, equipment, systems, and products furnished by the contractor shall be new, unused and shall not be remanufactured in any manner. Used or remanufactured parts or components are not allowed nor are they acceptable for use on this project. All replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements.

3.7 The contractor shall be responsible for security classification reviews, marking and safeguarding and handling of all contract order in accordance with the base contract, Security Classification Guide, May 2003 and applicable NISPOM sections.

3.8 The Contractor shall plan, estimate, and schedule all work to assure labor, equipment are available to complete work requirements within specific time limits and in conformance with quality standards and performance requirements established herein. The Contractor shall utilize Critical Path methodologies and processes to schedule, plan, monitor and manage this task order.

3.9 The Contractor shall schedule, coordinate, and arrange all work as to cause the least interference with the normal occurrence of post operations. In the event that some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. If the COR determines that the Contractor's schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.

3.10 All planned facility or system shutdowns or tests shall be scheduled on the project schedule and approved by the COR. The Contractor shall accomplish the shutdown work in a coordinated effort within the planned schedule. Shutdown schedule changes required by the Government and made with sufficient notice to the Contractor shall be made at no additional cost to the Government. The Contractor shall plan for a minimum of 48 hour advance notice to be given to Post for any shutdown.

4.0 COR and Post Control Officer (PCO)

4.1 All technical questions concerning the scope and requirements for this project shall be directed to the COR: *Stoyno (Tony) Nikolov; email – NikolovSA@state.gov;*

telephone (703) 875-6760.

4.2 The Post Control Officer (PCO) will be the contractor's contact at the US Embassy, Riyadh, Saudi Arabia. The PCO will assist and direct the contractor when scheduling work, obtaining approved local supplies, and liaison with Embassy personnel during the construction phase of the Project. All questions concerning coordination of installation activities while at Post shall be directed to the PCO. Contact information to provide via separate correspondence. **The PCO has no authority to add or authorize any modification to this statement of work or task order issued to the Contractor.**

5. PROJECT SECURITY REQUIREMENTS

5.1 *Personnel Requirements*

5.1.1 *Clearance Levels* – N/A

5.1.3 *Local Contractors* – local contractor will be used for this project. All local contracts shall be fully disclosed and priced with the contractor's proposal. The use of local contractors for field verification or design services is authorized. All contractors requiring access to the site to perform work shall be cleared in advance by the Post regional security Office (RSO). No local contractors will be granted access unless the Post RSO has provided written authorization in advance of the access and access request.

5.1.4 *Design Services* – design portion needs to be performed by **a design firm .**

5.2 Document Development, Handling and Safeguarding

5.2.1 *Marking* – N/A

5.2.2 *Handling and Safeguarding* – the contractor shall be responsible for and shall handle and safeguard all documents relating to this contract requirement.

5.2.3 *Security Classification Review* – N/A

5.3 LOGISTICS

5.3.1 *Material Procurement* –All local material procurements shall be executed in accordance with the Post Regional Security Officer (RSO) direction. The contractor shall refer to the CSP for further guidance as required.

5.3.2 *Warehousing* – N/A

5.3.3 *Packaging and Crating* – N/A

5.3.4 *Shipment* – N/A

6.0 CONTRACT ADMINISTRATION

6.1 The Contractor shall assign a **Project Foreman/Supervisor** who shall be responsible for the overall management and execution of the onsite construction activities and shall represent the Contractor on the site during construction. The foreman shall be responsible for ensuring the contractor's employees, team, and subcontractors follows the Construction Security Plan (CSP).

The foreman shall have a copy of the CSP and a copy of the certification/confirmation cable in his/her possession during the project.

6.2 All materials, tools, specialized tools, and equipment shall be furnished in accordance with the Project Specifications, design and project schedule. All Contractor Furnished Equipment (CFE) shall be handled and delivered in accordance with Construction Security Plan (CSP). Tools: The Contractor shall provide all tools, including testing and commissioning equipment, for this project. The Government shall not furnish any tools for this requirement, including personal or tradesman tools, ladders, etc. Contractor furnished tools shall also include expendable items, e.g. saw blades, drill bits, rags, etc. The contractor shall be required to furnish expendable tools as well as non-expendable.

6.3 Maintenance and Protection of Existing Systems during Construction. The Contractor shall protect and maintain the functionality of existing mechanical, electrical, and technical systems to the greatest extent possible while performing the construction work. The contractor shall also maintain during construction, full functionality of all technical security and fire alarm/annunciation features. Any equipment outages or systems that cannot be maintained during construction shall be identified and reported to the COR and noted in the weekly report.

6.5 The Contractor shall be responsible for all crane, truck and chassis rental from the port to the Embassy site.

6.6 The Contractor shall be responsible for the removal of all 20' containers from site upon completion of the repair project. The Post does not want to retain any container as a result of this project.

6.8 *Liquidated Damages* in the amount of *$120.00* USD per day will be assessed from the completion date indicated in the Task Order or extensions thereof to the date that substantial completion is actually achieved by the Contractor.

7.0 RESPONSIBILITY OF THE CONTRACTOR

7.1 The Contractor shall be responsible for developing and managing the project schedule and meeting all deliveries, milestones and dates shown. The contractor shall utilize the Earned Value Method (fixed formula) for reporting and project schedule updating purposes and shall show amounts for charging progress payments (payment earned for work completed) tied to performance. A payment schedule based solely on time and/or labor hours expended is not acceptable.

7.2 The contractor shall be responsible for managing and completing the project in accordance with the SOW, schedule, specification, drawings, associated contract documents and executed in accordance with all applicable and/or referenced industry and Government safety equipment and building codes and industry and Government and manufacturer standards.

7.3 The Contractor shall plan, estimate, and schedule all work to assure labor, and equipment are available to complete work requirements within the specified time limits and in conformance with quality standards and performance requirements established herein. The contractor shall utilize Critical Path methodologies and processes to schedule, plan, monitor and manage this task order.

7.4 The Contractor shall develop and follow a project schedule as specified in this SOW. The schedule shall include each project task specifically linked together in a logical manner that

clearly identifies the critical path for the project and its construction sequence for all planned activities. The following critical milestones shall be included within the project schedule:

(a) Task Order Issued
(b) Execution Proposal Due
(c) Work Start (on-site)
(d) Work Finish (on-site)
(e) Deliverables Due Date
(f) Task Order Close-out Submission Due

7.5 The contractor's schedule shall be broken down to the task and activity level (minimum 5th level) for all work packages/activities. The contractor's schedule shall include all milestone activities as well, e.g. material delivery, design level start and completion, etc. The schedule shall include the following information for each decomposed work package activity: early start and finish dates, late start and finish dates, activity duration, unique activity identifier for each activity, and for each decomposed work package activity the following shall be included in the schedule: activity description, activity duration in hours, activity labor resource requirements, i.e. trade/skill and quantity. The contractor's schedule shall be scaled initially by weeks or at COR request. The contractor's schedule shall fully disclose all activities, e.g. no roll-ups or summations. The contractor's project schedule shall also include in the header field the task order number, project description, and Post name. The contractor's schedule shall also include a data date indicating the date which the schedule was base lined and for subsequent schedule submission requirements the data date shall reflect the current and/or revised schedule date.

7.6 In addition to the critical milestones identified above the Contractor shall indicate on the project schedule the dates of the following activities that interfere with, disrupt, or otherwise impact Government operations:

(a) Utility Outages
(b) Testing
(c) Access to Restricted Areas
(d) Start/End Dates on Site
(e) Post Briefings

7.7 The contractor shall manage and track all work packages and activity functions including those that require Government interference, intervention or disrupt post operations. **Changes or additions to any work package or activity task that prevents the Contractor from completing the work on time, change the scope of the work, or change the schedule, shall be reported in writing to the COR with <u>no</u> exceptions within one (1) business day for consideration and for approval by the CO as soon as they are known to the Contractor.**

7.8 The Contractor shall maintain and update the approved project schedule and work accomplished utilizing the Critical Path, as defined by the Project Management Institute (PMI).

<u>7.9 *Recording progress* - The Contractor shall record the actual progress of the work against the approved base lined schedule in the same form, content and format as the base lined schedule using earned value method (EVM). Progress reporting intervals and submission of schedule updates shall be submitted to the COR each week, Tuesday, close of business, from the contract/task order award date up to and including project completion. Project completion shall be final/close-out, not substantial. Additionally, project schedule progress report submissions and their intervals may vary and be as required by COR request.</u>

7.10 The contractor shall ensure that all equipment and systems recommended for and installed/replaced by the contractor are done so with the highest quality and cost effective materials, finishes, fixtures, equipment, and systems that provide for sustained operational reliability, dependability, and durability. The contractor shall furnish and install equipment and parts that are maintainable and can be readily replaced with in house or locally available supplies and services, as practical taking into consideration local economy and resources.

7.11 All equipment, parts and components furnished and installed by the contractor shall be designed and be applicable to the environmental conditions at Post and suitable for use on/within the electrical environment at Post. The contractor shall utilize RCM principles and methodologies during and for all project activities and tasks. Uniformity of parts and components shall be taken into consideration to maximize part interchangeability with other existing Post systems.

7.12 The Contractor shall design, specify, furnish, and install all materials that are fully compatible and function with other existing electrical, architectural and mechanical equipment, e.g. relays and over current devices, cables, switchgear, fixtures, system and components, end user equipment, controls and monitoring, fire sprinkler system.

7.13 The Contractor shall be responsible and accountable for their employees, subcontractor personnel and personal safety and compliance with OSHA regulations and where applicable, local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries, or damages to Post facilities or equipment to the COR. The contractor shall also notify the Post POC of such incidents and accidents. The contractor shall notify the Post POC immediately upon damage or loss of a facility system that the contractor is working on. Notice to the COR shall be within one calendar day.

8.0 DESIGN AND PLANNING

8.1 *General Requirements* – The Contractor shall review existing OBO architectural, mechanical, structural, electrical, and other pertinent drawings of areas in the buildings affected by the design. The Contractor is responsible for reviewing and verifying government furnished documents (what is shown on the CDs with what is on site) to gain an understanding of the scope of the project. The contractor is responsible for verifying all existing in accordance to FAR clause 52.236-3, Site Investigation and Conditions Affecting the Work.

8.2 Upon issuance of the task Order, The Contractor shall provide OBO 100% and Final drawings shown all existing demolition and new construction for architectural, structural, mechanical and electrical disciplines required for this renovation. The Contractor shall also provide all architectural, structural, mechanical and electrical specifications applicable to all new work. Engineering calculations shall be provided pertaining to all design.

8.3 *Deliverables for 100% Design Drawings* – The Contractor shall submit the following to the COR:

- 11 sets of full size drawings (hard copy)
- 11 sets of added specifications (hard copy)
- 11 sets of design manuals, including calculations, equipment selections, and equipment dimensional cut-sheets (hard copy)

- One (1) CD (electronic copy) with design drawings, specifications, calculations, equipment selections and equipment dimensional cut-sheets. Drawings shall include both .PDF and Auto Cad formats.

8.3.1 *Deliverables for Final Design Drawings* – The Contractor shall submit the following to the COR:

- Six (6) sets of full-size drawings (hard copy)
- Six (6) sets of revised specifications (hard copy)
- Six (6) sets of design manuals, including calculations, equipment selections, and equipment dimensional cut-sheets (hard copy)
- Two (2) (electronic copy) with design drawings, specifications, calculations, equipment selections and equipment dimensional cut-sheets.

8.4 Review decisions of OBO with respect to incorporation of the review comments considered within the SOW contained herein shall be final. For review comments requiring work outside the contract scope will be separately documented, and require a CO contract modification before the contractor executes any work or incurs any related costs.

8.5 The Contractor shall prepare the following design drawings as necessary for all design elements as proposed by the contractor and/or included in the task order SOW:

- Demolition plans for Architectural, Electrical, Mechanical, Structural and any other discipline as needed.
- Mechanical plans:
  - Equipment layout.
- Electrical plans, depicting new wiring and equipment layout:
  - Conduit, wiring and circuit layout;
  - Electrical equipment schedules

8.6 Construction specifications shall be provided and presented in CSI standard format list all divisions.

8.7 All *FINAL* design construction drawings shall be prepared, approved, signed and sealed by engineers of the appropriate discipline and/or architects, as applicable, licensed and registered to practice in the professional discipline involved in a state of the United States of America, Puerto Rico, or the District of Columbia.

8.8 The Contractor shall submit required drawings, specifications, calculations for each Design Phase (100% and Final).

8.8.1 The Contractor shall provide catalog cuts, bill of materials, cost verifications and quality control schedules with the 'Final' design package.

8.9 *Site Plan* - Site layout, identifying where the staging area is to be located, vehicular access routes, and location of any temporary facilities are to be located within the compound. Design the protection of the existing site landscaping, hard cape, equipment and all other site features which could be damage by the work. At project close-out leave the site in its pre-work condition including restoring staging area(s), the temporary facilities location(s), and all other site features damaged by the work.

8.10 *Alternative Work Space* - Provide function to maintain continuous operations with minimal operations down time during transition from existing to new operations. Provide

sufficient detail in the reporting, on the design drawings and in the specifications for evaluation/coordination with OBO and Post.

8.11 *Protection of Existing Building Fabric to Remain* - Provide the design of specific means and methods protecting building fabric (finishes, surfaces, equipment, furnishings, etc) to remain undamaged during the demolition and new work. Provide patching and repair drawings, general notes, and specifications to match the color, texture, material, and forms of adjacent existing building fabric.

8.12 *Cost Verification* - Based on a detailed quantity takeoff of all materials used in the work with each item unit-priced, provide separate cost breakdowns for labor and materials. The Contractor's overhead and profit burdens for each trade or category of material shall also be furnished. Any costs pertaining to taxes such as "VAT", government regulations or any other extraordinary items that could impact the costs shall be separately identified.

8.13 OBO will review all unclassified, SBU and classified Construction Documents and provide comments, recommendation, etc, which must be addressed by the A/E Design Build Contractor. The Contractor shall respond to all review comments and recommendations in English in the specified time stated where he/she does and does not agree with OBO's comment.

9.0 CONSTRUCTION SERVICES

9.1 Upon technical and contractual acceptance of the contractor construction proposal and schedule, the CO will issue a NTP to the contractor to begin and execute Phase II, Construction Services. The schedule shall address the following.

- Preconstruction Activities
  - Administration
- Phase 1 Design
  - Design : Architectural and Engineering
  - Submittals
  - Procurement and Shipping
- Phase II Construction
  - Site Mobilization
  - Demolition
  - New Construction
  - Testing
  - Commissioning
- Demobilization
- Project Close out

9.2 The contractor shall furnish and provide material sourcing and procurement services and procure necessary project materials, electrical materials, equipment and sundries. Equipment procurements and selections by the contractor shall be completed in accordance with final design specifications and drawings, this statement of work and the contractor's accepted proposal. The contractor shall not unilaterally substitute any project materials or supplies or furnish any project materials or supplies that are not in compliance with design specifications, drawings and the task order without written CO authorization, prior to the procurement action undertaken.

9.3 The contractor shall furnish and provide logistic services, procurement, warehousing, packing, crating, and material and contractor tool shipment/delivery to Post. Post delivery of

materials shall be executed via unsecured containerized shipments. All materials shall be procured in accordance with the project construction security plan.

9.4 Receive, stage, and store project materials at the contractor's secure consolidated receiving point (CRP).

9.5 The Contractor shall complete a line item inventory for materials received and validate that received materials are correct and proper for the project.

9.5.1 The Contractor shall furnish to the COR a line item list of project material ordered (to include quantities and cost), a line item receiving report of material received (to include quantities and cost) prior to shipment of any material. The Government reserves the right to inspect the Contractor Furnished (CF) materials at their discretion in order to verify that they meet the requirements of the project in both quantities and quality. A seven calendar day advance notice will be provided when the Government plans to perform an inspection.

9.5.2 The Contractor shall furnish to the COR a line by line packing list (to include quantities and cost) of project material being shipped to Post for this project.

9.6 Submit to the COR MSDS sheets for all HAZMAT, pack and crate HAZMAT per DOT requirements and provide line item inventory and packing list(s) for all crates containing HAZMAT.

9.7 The Contractor shall provide the COR seven (7) business day notification of when project materials/equipment will be readied for shipment and departure from CONUS to Post.

9.8 The contractor shall coordinate and execute all necessary transit arrangements with freight forwarders and shall be responsible for making and booking all shipments to ensure timely customs clearance. The contractor shall also be responsible for notifying and coordinating all shipments with the COR and Post. However, the contractor shall be responsible for the entire shipment, including all effort and costs for customs clearance, container and off loading fees, port fees, local and in country deliveries to Post and the contractor shall be responsible to ship the materials in their entirety from the contractor's warehouse to the U.S. Embassy, San Jose, Costa Rico. <u>The USG shall not be liable or responsible in any manner for contractor shipments and the sole responsibility for timely arrival of materials and supplies lies solely with the contractor.</u>

9.9 Any crates constructed and utilized by the contractor and their construction shall be executed in accordance with the contractor's base contract.

9.10 The contractor shall execute all project work, including furnishing and installing all project materials and equipment in accordance with the task order, final design package, including material/equipment specification manual and design calculations manual and this statement of work.

9.11 All materials furnished by the contractor shall be UL listed, as applicable and shall be designed for use at the local application voltage and frequency. All materials furnished by the contractor shall be designed and manufactured for sustained use and functionality with the environmental conditions of the city/location where they will be installed.

9.12 All equipment and materials shall be tested by the manufacturer and certified by the manufacturer as suitable for electrical service at the rated voltage to which the equipment is designed and built. The contractor shall furnish and submit to the CO and COR prior to

equipment delivery from the manufacturer to the contractor, certified factory and manufacturer test reports/data for approval by the USG.

9.13 The contractor shall furnish all materials that compatible with the Post environment, including climate, sound attenuation, electrical isolation, etc.

9.14 Provide the following spare parts to the Embassy Facility Manager prior to the contractor's departure from site following the installation. The spare parts shall be passed to the Embassy with a detailed list of all components included.

The spare parts shall include:

ATS: Recommended manufacturer electrical and mechanical list for two years of operation. A spare PLC program canned in a plug in relay.

Generator: Recommended manufacturer electrical and mechanical list for two years of operation.

9.15 The Contractor shall be responsible for the removal of all construction debris, dumpster rental and removal of construction debris from site.

10. COMMISSIONING

10.1 Commissioning and testing reports and summaries shall be provided by the Contractor upon completion of all work activities. Testing reports shall contain as a minimum, summary of project, description of test equipment used, description of test, test data, analysis and recommendation(s). Test data records shall contain equipment identification, humidity temperature or other atmosphere information that may impact the testing results, date of inspection, tests or calibrations, testing technician name and trade level, indication of tests, inspections or calibrations to perform, indication of expected results, as found condition and as left condition, and any other relevant comments, recommendations or suggestions.

10.2 For any failed test or commissioning effort, unusable or inoperable equipment, the Contractor shall notify the COR within one (1) business day of the becoming aware of the issue. The contractor shall perform an equipment and/or test failure investigation and root cause failure analysis to determine latent root failure causes to identify and document the failure, resultant damages and to provide information and data to avoid future failure occurrences. The Contractor shall be responsible to execute all actions and efforts required to correct the issue that caused the equipment or system to fail a test or commissioning task, enact and put into place the necessary actions to repair, replace and correct the issue so that the equipment can be retested/decommissioned and the contractor shall execute retesting and decommissioning to verify and validate that corrective actions taken are suitable to ensure that the equipment is functional and performs as required and demonstrates sustainability and full functionality.

10.3 Locks or keys for contractor furnished property shall remain within contractor control. Post RSO and GSO shall provide director to the contractor where to store tool boxes and contractor furnished equipment. Replacement damaged and/or repair costs for contractor furnished tools and equipment shall be borne by the contractor at no additional cost to the Government.

10.4 The Contractor shall request in advance COR approval for ALL local procurements. All local or 3rd country material procurement and shipments shall only be accomplished in accordance with the contractor's execution proposal and shall only be executed in compliance with the construction security plan (CSP) and the Government accepted project schedule and done so in a matter that does not cause undue delays to the project's required completion date nor introduce possibilities of security compromise to the project or Embassy facility.

10.5 All locally procured materials authorized under this project and statement of work shall be suitable for use with this project and the systems to which they may be applied. All local materials utilized and approved for use with this project shall not degrade the equipment or system performance or otherwise compromise Post or mission operations, functionality, operational readiness or capabilities to which they are applied.

10.6 The Contractor shall also furnish as-built drawings upon completion of the project construction activities. As built conditions shall be documented and recorded and maintained up to date during execution. As-built drawings shall be submitted to the COR within thirty (30) days of project completion. Submittals shall include one (1), legible, red lined 11x17 set and an electronic one (1) set via a CD-R. Electronic as-built submittals shall be made using AutoCAD and Abode (pdf) software. All as-built drawings shall be signed and sealed by a registered professional engineer, registered in a US State, Puerto Rico or the District of Columbia. As-builts shall be appropriately classified, marked, handled and transmitted in accordance with the SCG and the National Industrial Security Program Operating Manual.

11. REPORTING REQUIREMENTS

11.1 Weekly and Monthly Progress Reports: The Contractor shall prepare weekly and monthly progress reports of the Work listed by Post. Reports shall be submitted to the COR. The report shall include a brief description of the work performed during the reporting period; photographs when possible; status of critical milestones; anticipated scheduling of important tests or inspections; test reports from third parties, if applicable; anticipated changes to the project schedule and anticipated work to be completed in the next month. An outline for contents of the Progress Report is provided below as follows:

- Weekly (by day) look ahead Reports shall be submitted to the COR on the first day of construction for the first week, and then every Friday thereafter for the week ahead.
- Weekly Progress Reports shall be submitted to the COR every Tuesday for the week prior.

12. CONTRACTOR QUALITY CONTROL

12.1 The Contractor shall prepare and maintain a quality control program to address the quantitative performance and specification requirements, installed conditions and operating characteristics. The contractor QCP shall document inspections, test and contract performances necessary to assure the Government receives that product delivery, quality and performance as required. The Government reserves the right to inspect at any time the contractor's QC program.

12.2 The Contractor shall guarantee quality in the work associated with the performance of this contract. The Contractor's QCP shall provide Contractor management with an effective and efficient means of identifying and correcting problems throughout and in support of the entire scope of operations, including the effectiveness shall be met to ensure SOW compliance. The plan must also specify methods to monitor the effectiveness of program procedures, processes and practices. A Quality Plan (QP) which specifies the Contractor's quality program for Statement of Work (SOW) tasks shall be submitted with the Technical Proposal.

12.3 All deployment reports, checklists, inspection records both performed and scheduled inspection results, and dates and details of corrective actions taken, cost data, and program economic reports shall be maintained by the Contractor through the term of this contract. The file(s) shall be the property of the Government and made available to the Contracting Officer's Representative (COR) during regular working hours. The file shall be turned over to the

Contracting Officer (CO) or COR within three (3) working days following completion or termination of this contract.

12.4 The Contractor shall prepare and maintain complete work instructions for all tasks affecting quality, including work order reports, development of spare parts bill of materials, material inspections and acceptance, testing, modifications and other treatment of product or facilities.

12.5 The Contractor shall maintain and use any records or data essential to the economic and effective operation of the QCP. These records shall be available for review by the Government and copies shall be furnished to the Government on request. The QCP shall assure that records are complete and reliable. Inspection and testing records shall indicate the nature of the observance made the number and type of deficiencies found. Records for monitoring work performance and for inspection and testing shall indicate the acceptability of work and the action taken to correct deficiencies.

13. TRADESMAN/CRAFTSMAN LICENSING REQUIREMENTS AND MANUFACTURER CERTIFICATIONS

13.1.1 All the contractor's provided labor under this task order and the tasks to be completed thereto shall be executed only by journeyman and master level tradespersons, licensed to the trade which he/she practices. Contractor tradesman, furnished under this task order, shall not practice in a classification or specialty service for which the tradesman is not licensed. Licensure shall be recognized by a State of the United States of America

13.2. The contractor shall submit to the COR for technical review, along with country clearance bio/security data and travel itineraries, copies of tradesman licenses for those contractor personnel who will execute, install plan, lay out or direct installation or inspection work under this task order. All contractor personnel professional tradesman licenses shall be current and valid at the time of COR review and shall be maintained and remain current and valid for the complete duration of the project's execution, including the field deployment phase.

13.4 Contractor use of non-licensed tradesman, laborers, helpers, etc. to execute, plan, lay out or otherwise direct the execution of the work activities, under this task order is not authorized.

13.5 Use of contractor furnished apprentices executing any electrical tasks under this task order shall only be authorized with COR written concurrence prior to Post deployment.

13.5.1. If the contractor proposes to utilize apprentices for any work, to be executed under this task order, the contractor shall furnish to the COR for technical review, the apprenticeship curriculum, under which the apprentice is undertaking and evidence of the apprentice's ability and proficiency to execute trade work to include past practical field experience and/or formal vocational/professional training or education taken with evidence of successful completion. The contractor shall also furnish to the COR for technical review and concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished apprentice's will undertake/execute while deployed to Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the apprentice reports to.

13.5.2 If the contractor proposes to furnish or use contractor helpers or laborers in or on a non related trade task or capacity, the contractor shall furnish to the COR for technical review and concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished helpers/laborers will undertake/execute while deployed to

Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the laborer/helper reports to.

13.5.3. The use of the term contractor within this statement of work section shall also apply to all prime and subcontractor personnel utilized under this project. Use of locally hired subcontractor personnel by the prime contractor is not authorized without specific written CO approval.

13.6. For purposes of this SOW, tradesmen are defined as follows:

13.6.1. Apprentice - a person who assists licensed tradesman while gaining knowledge of the trade through on the job training and related instruction in accordance with the apprentice's recognized apprenticeship curriculum.

13.6.2. Helper/Laborer - People who assist a licensed tradesman and is not authorized to execute, plan, lay-out, supervise or direct, trade work activities.

13.6.3 Journeyman Level - a person who possess the necessary ability, proficiency and qualification to execute, install, repair and maintain specific types of materials and equipment , utilizing a working knowledge sufficient to comply with the pertinent provisions of the applicable safety and building codes and executed in accordance with contract/statement of work, plans and specifications.

13.6.4. Master Level - a person who possesses the necessary ability, proficiency and qualifications to execute, install, plan, lay out, supervise and direct the details for installation and supervise the work of installing, repairing and maintaining specific materials and equipment utilizing a working knowledge sufficient to comply with the pertinent provisions of the applicable safety and building codes and executed in accordance with contract/statement of work, plans and specifications.

13.6.5 In addition to the licensure requirements, the contractor shall furnish personnel who are trained and qualified to work on low voltage equipment, systems and apparatus. Working voltage for the equipment under this statement of work is 600V class.

14. PROJECT SCHEDULE

14.1 The D/B Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the "PCC Renovation" project including training of Post operations personnel, within the contract period specified.

14.2 **Milestones**:

Notification for Site Visit for Contract	TBD
Field Verification	
Site Visit	TBD
Kick-off Meeting	TBD
<u>Phase I – Design Services</u>	
• Notice to Proceed	TBD

• 100% Submittals	Within 21 days of 60% OBO submittal review
• 100% OBO Submittal Review	Within 14 business days upon receipt of submittal
• Final Submittal	within 14 days of 100% OBO submittal Review

Phase II – Execution (Construction) Services

• Notice to Proceed	TBD
• Procurement/Shipping	90 days after receipt of CO's Notice to Proceed (NTP) and approval of secure shipping plan
• Construction/Review/Acceptance	30 days

Construction Phase will ONLY begin when

1. Construction Security Plan (CSP) is approved
2. Final/Permitted Construction Drawings are on site
3. All construction materials has been received by Post
4. Approval of Contractor's Phase III Construction Schedule

Quality Assurance Inspection by Government
- At 90% Completion of New Construction

Final Cleanup begins 2 - 3 days prior to Completion

Government Acceptance - At 100% completion on site construction project

15. **ATTACHMENTS**

END OF STATEMENT OF WORK

SECTION 2 - CONTRACT CLAUSES

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

The following FAR clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 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) (Pub. L. 108-77, 108-78).

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

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

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

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

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

__ (6) 52.204-14, 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) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

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

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

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

__ (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—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

__ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (27) 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)).

__ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

__ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (36) 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.)

__ (37)(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.)

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

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

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

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

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

__ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (44) 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).

__ (45) 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).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

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

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

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 days

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

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

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

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

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

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

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

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

Attn: Financial Management Center
Embassy of the United States of America, Riyadh
P.O. Box 94309
Riyadh – 11693
Kingdom of Saudi Arabia
Tel: 011-488-3800, Ext, 4366, 4557, 4864, 4512

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

(c) All work shall be performed during from **08:00 to 1700** Hours, **Sunday** to **Thursday** except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

The Department of State observes the following days as holidays:

New Year's Day	January 01, 2014
Martin Luther King's Birthday	January 19, 2014
Washington's Birthday	February 16, 2014
Memorial Day	May 25, 2014
Independence Day	July 04, 2014
Labor Day	September 01, 2014
Columbus Day	October 13, 2014
Veterans Day	November 11, 2014
Thanksgiving Day	November 28, 2014
Christmas Day	December 25, 2014

Saudi Holidays

*Eid-al-Fitr Ramadan	August 08 – August 14, 2014
*Eid-al-Adha/Hajj	October 14 – October 20, 2014
Saudi National Day	September 23, 2014

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

(d) 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.

(e) 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.

(f) 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.

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

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR).

Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is ***Hamid Ali Mirza – Facility Engineer***

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JULY 2013), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

1. List of clients over the past _three 03 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 Saudi Arabia 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:
2.
   - 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.

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

4. 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.
7. The offeror's strategic plan for installation of cabling and setup the internet equipment's and maintenance services to include but not limited to:

   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

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

ADDENDUM TO SOLICITATION PROVISIONS

FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

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

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

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

In accordance with FAR provision 52.237-1, Site Visit, Embassy of the United States of America, Riyadh will arrange for site visit *on* ***Thursday August 21, 2014*** *at* ***11:00*** ***am. At GSO Annex (warehouse facility)*** Offerors intending to participate in the site visit shall be required to submit the following information no later than **COB Monday August 18, 2014** to obtain security clearance either by email or by fax.

Attendance is limited to no more than 2 persons per company.

- Full Name:
- Nationality:
- Date and Place of Birth
- Clear copies of the residence permit, ID or Iqama, etc.

NOTE TO INTERESTED VENDORS* – Due to security concerns, all offerors must contact the above US Government representative and fax the names and company name of all individuals who will represent the company at the site visit. On the date of the site visit, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the site visit without prior notification will be denied entry.

3. Attendees may also bring written questions to the site visit. If the answer requires research, there is no guarantee that the question will be answered at the site visit.

4. No statements made by the Government at the site visit shall be considered to be a change to the solicitation unless a written amendment is issued.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:
652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, ***Ross Campbell – A/Management Counselor*** at ***Tel 011-488-3800 and fax 011-488-7939*** For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

SECTION 4 - EVALUATION FACTORS

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

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

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

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**

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

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

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

(b) For acquisitions conducted using negotiation procedures—

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

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (NOV 2013)

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

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

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

"Forced or indentured child labor" means all work or service—

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

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

offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that

no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any

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

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

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

(2) Foreign End Products:

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

[*List as necessary*]

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

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

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

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

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

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

[*List as necessary*]

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

Other Foreign End Products:

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

[*List as necessary*]

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

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

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

Canadian End Products:

Line Item No.

_____

_____

_____

[*List as necessary*]

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

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

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**

[*List as necessary*]

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

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

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

Line Item No.	**Country of Origin**

[*List as necessary*]

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

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

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

Other End Products:

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

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

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

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

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

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

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

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

o Sole proprietorship;

o Partnership;

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

(5) *Common parent.*

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

  Name _____.

  TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(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.