

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR5177989		PAGE 1 OF 65			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-RB100-16-Q-0006		6. SOLICITATION ISSUE DATE April 12, 2016	
7. FOR SOLICITATION INFORMATION CALL: 			a. NAME Zoran Djordjevic			b. TELEPHONE NUMBER(No collect calls) +381-11/706-4166		8. OFFER DUE DATE/ LOCAL TIME 17:00 local time on April 26, 2016	
9. ISSUED BY U.S. Embassy GSO Bul. Kneza A. Karadjordjevic 92 11040 Belgrade Serbia			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO U.S. Embassy GSO/Contracting Officer Bul. Kneza A. Karadjordjevic 92 11040 Belgrade, Serbia			16. ADMINISTERED BY						
17a. CONTRACTOR/OFFERER CODE _____ FACILITY CODE _____ DUNS # _____ TELEPHONE NO. _____			18a. PAYMENT WILL BE MADE BY U.S. Embassy B&F Bul. Kneza A. Karadjordjevic 92 11040 Belgrade, Serbia						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
1	Preventive maintenance services, Base year				1	Job	USD		USD
2	Preventive maintenance services, 1 st Option year				1	Job			
3	Preventive maintenance services, 2 nd Option year				1	Job			
4	Preventive maintenance services, 3 rd Option year				1	Job			
5	Preventive maintenance services, 4 th Option year <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				1	Job			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	--

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
---------------------	---------------------	-------------

41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number S-RB100-16-Q0006, Prices, Block 23
- Continuation To SF-1449, RFQ Number S-RB100-16-Q0006, Schedule Of Supplies/Services, Block 20
- Description/Specifications/Work Statement
- Exhibit A - Statement of Work and Equipment List

Section 2 - Contract Clauses

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

Section 3 - Solicitation Provisions

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

Section 4 - Evaluation Factors

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

Section 5 - Representations and Certifications

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

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
 RFQ NUMBER S-RB100-16-Q-0006
 PRICES, BLOCK 23

1.0 DESCRIPTION

The American Embassy in Belgrade, Serbia requires preventive maintenance services on the facility’s main service electrical distribution switchgear. These services shall result in all systems being serviced under this agreement being in good operational condition when activated.

1.1. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in RSD. Prices for all Contract Line Item Numbers (CLIN) shall include proper disposal of toxic substances as per Item 8.4 where applicable. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

1.2. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a four one-year optional periods of performance and will be expected to commence no later than (DATE).

2.0 PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer’s warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and VAT (if applicable).

2.1. Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Equipment Quantity	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	Medium Voltage (35kV) Electrical Switchgear Preventive Maintenance	1	Base Year Service	1		
Total Base Year						

2.2. Option Year 1. The Contractor shall provide the services shown below for Option Year 1 of the contract, and continuing for a period of 12 months.

CLIN	Description	Equipment Quantity	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	Medium Voltage (35kV) Electrical Switchgear Preventive Maintenance	1	1 st Option Year Service	1		
Total 1st Option Year						

2.3. Option Year 2. The Contractor shall provide the services shown below for Option Year 2 of the contract, and continuing for a period of 12 months.

CLIN	Description	Equipment Quantity	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	Medium Voltage (35kV) Electrical Switchgear Preventive Maintenance	1	2 nd Option Year Service	1		
Total 2nd Option Year						

2.4. Option Year 3. The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months.

CLIN	Description	Equipment Quantity	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	Medium Voltage (35kV) Electrical Switchgear Preventive Maintenance	1	3 rd Option Year Service	1		
Total 3rd Option Year						

2.5. Option Year 4. The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months.

CLIN	Description	Equipment Quantity	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	Medium Voltage (35kV) Electrical Switchgear Preventive Maintenance	1	4 th Option Year Service	1		
Total 4th Option Year						

2.6 Contract Total:

Base Year Service	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	
CONTRACT TOTAL	

2.7. Repair option. Repairs are NOT included under this agreement (see Description/Specification/Work statement 4.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 4.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate purchase order. The Contractor is not approved to do any additional work without approval.

Repair Labor Rates:

Contract Year	Labor Category	Hourly Rate
Base Year	Maintenance Engineer	
Base Year	Electrician	

Contract Year	Labor Category	Hourly Rate
Base Year	Electrician Helper	
1 st Option Year	Maintenance Engineer	
1 st Option Year	Electrician	
1 st Option Year	Electrician Helper	
2 nd Option Year	Maintenance Engineer	
2 nd Option Year	Electrician	
2 nd Option Year	Electrician Helper	
3 rd Option Year	Maintenance Engineer	
3 rd Option Year	Electrician	
3 rd Option Year	Electrician Helper	
4 th Option Year	Maintenance Engineer	
4 th Option Year	Electrician	
4 th Option Year	Electrician Helper	

2.8 Value Added Tax

The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government (See Section I, 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)).

All invoices and payments to local companies shall be in local currency (RSD).

3.0 NOTICE TO PROCEED

After Contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of Contract award unless the Contractor agrees to an earlier date) on which performance shall start.

CONTINUATION TO SF-1449, RFQ NUMBER S-RB100-16-0006
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 EQUIPMENT AND PERFORMANCE REQUIREMENTS

1.1. The American Embassy in Belgrade, Serbia requires the Contractor to maintain the following systems in a safe, reliable and efficient operating condition.

In the Embassy Compound, located at Bulevar kneza Aleksandra Karadjordjevica 92, 11040 Belgrade, Serbia, there is existing Medium Voltage (35kV) Electrical Switchgear NXPLUS type, made by SIEMENS, SF6-insulated, type-tested, metal-enclosed and metal-clad medium-voltage switchgear designed as single-bus bar switchgear for indoor installation.

Sets of the existing equipment are:

A. Medium Voltage Switchgear sections:

- 1.1. H1 – HZ01 - Feeder Circuit-breaker panel CB IC 1250 A;
- 1.2. H2 – HZ01 - Feeder Circuit-breaker panel CB IC 1250 A;
2. H3 – HZ02 - Metering Bus section 1250 A;
3. H4 – HZ03 - Transformer-Circuit-breaker panel CB IC 1250 A;
4. KZ – KZ00 Switchgear Accessories

B. Auxiliary Low Voltage Supply Switchgear sections:

5. NB – Low voltage AC supply panel, 3x420/242V 50Hz;
6. NJ – Low voltage DC supply panel 110V;
7. BAT – Backup Batteries;

C. Utility Control and Metering Switchgear section:

8. UT – Utility Control Panel;
9. OM – Utility Meter Panel;

Please see equipment list included in Exhibit A for a more detailed description.

1.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.

1.3. Performance Standards

It is expected that all aspect this SOW will be completed. Work will result in the system being in good working condition upon reactivation. All deliverables shall be completed on time under this agreement.

2.0 HOURS OF PERFORMANCE

2.1. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 9:00 AM and 5:00 PM Monday through Friday. Because most of this work will require complete electrical shutdowns of listed equipment, a significant portion of services shall be delivered during Weekend, between the hours of 9:00 AM and 5:00 PM on Saturday and Sunday.

No work shall be performed on US Government and local holidays.

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

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

3.2 Personnel Security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract. **No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.**

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

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

3.3 Security Clearances. Security clearances are not a requirement for performance on this contract, as there will be no access to classified information or areas.

3.3.1 The Contractor must comply with all of the following requirements relating to the protection of U.S. Embassy in Belgrade, Serbia, Diplomatic personnel, property and compound project information and cooperate fully in all security matters Sensitive But Unclassified (SBU) and information that may arise relating to this contract.

Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the operation of the U. S. Embassy Belgrade and diplomatic personnel. This information should not be shared with anyone not

employed by or falling under the protection of the Embassy.

Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the U.S. Department of State. These documents have been marked with the handling designations “Unclassified” or “Sensitive But Unclassified” and US Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs), or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) and Contracting Officer’s Representative (COR).

Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

Transmission of any information marked Sensitive But Unclassified (SBU) or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or handcarried by authorized contractor personnel.

Discussion of U.S. Diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited. Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the project or project personnel) shall be reported immediately to the COR and RSO.

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

3.4 Standards of Conduct

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

3.4.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

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

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

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

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

3.4.7 Key Control. The Contractor **will not** be issued any keys. The keys will be checked out from Post 1 by a "Cleared American" escort on the day of service requirements.

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

4.0 SCHEDULED PREVENTIVE MAINTENANCE

4.1. General

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

4.1.2. The Contractor shall inventory, supply and replace expendable parts (eg, filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Contractor shall maintain a supply of expendable and common parts on site so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses, batteries for electronic trip units; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site.

4.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, gears.) **Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance.** The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

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

4.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The contractor shall customize a work sheet to match the equipment or use a factory supplied one outlining the sequence of events and tasks to be performed. The Contractor shall prepare this schedule, work sheet, and task description in a checklist format for the COR's approval prior to contract work commencement.

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

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

5.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

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

5.1 Lead electrical engineer

The contractor shall appoint a lead electrical engineer who will be the responsible engineer on the project. The engineer shall have a valid professional license issued by the Serbian Chamber of Engineers (*No 450 – License for a professional electrical engineer for Low and Medium Voltage electrical power installations*). A copy of the License (signed & stamped with Engineer's Personal Seal) and Appointing Letter shall be provided to the COR

5.2 Contractor furnished materials will include but not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse), will be maintained in the onsite inventory. See 4.1.2.

5.3 Repairs. Repairs are not included in this contract. See Item 4.1.3. Exclusions.

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

5.5 Test and inspection field report: The contractor shall provide one copy of a typed summary report within 30 days of site work statement completion. The report must be written in the English language. One copy of the report in compliance with relevant local laws and regulations shall be provided in Serbian. At a minimum the report must include:

- Provide a narrative summary site report to include all findings, repairs or corrective measures, completed inspection/testing checklists.
- Provide a detailed report noting any noted discrepancy, include photos of the problem and a narrative summary of the corrective action required. The repair action will be contracted separately.
- Provide a Bill of Materials (BOM) as necessary for any required repair parts for future corrective action or repair. The BOM must note component name, part #, vendor or source, approximate lead time, suggested retail price.
- Provide a separate Bill of Materials (BOM) as necessary for any recommended spare parts for system. This can include applicable electrical safety PPE that post does not have onsite.
- Detail report covering all aspects of equipment upgrading, system modification, new part installation in all locations.
- Provide a "marked-up" as-build drawing as necessary to indicate any modifications or differences found during inspection.
- In the final report list any Locally Employed Staff that assisted in this planned maintenance action. This is not a training requirement, but rather to document the personnel involved in the work.

6. DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel (#3.2)	1	5 days after contract award	COR
Engineer License (#5.1)	1	5 days after contract award	COR
Certificate of Insurance (#7.2)	1	10 days after contract award	COR
Checklist and work sheet (4.2)	1	Prior to commencement of work	COR
Checklist signed by Contractor’s employee (#4.2.1)	1	After completion of each maintenance service	COR
Test and Inspection Field Report (#5.5)	1	30 days after each completion of service	COR
Invoice (#12)	1	After completion of each maintenance service	COR

7.0 INSURANCE REQUIREMENTS

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

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

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

Public Liability Insurance

1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence \$20,000
 Cumulative \$100,000

2. Property Damage on or off the site in US Dollars:

Per Occurrence \$50,000
 Cumulative \$200,000

Workers’ Compensation and Employer’s Liability

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

8.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the

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

9.0 PERMITS

The Contractor shall maintain in full force and affect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws. This includes but is not limited to all required communication and permits which may need to be obtained from the local power utility company ('EPS Distribucija Beograd') and/or other local authorities.

10.0 QUALITY ASSURANCE PLAN (QAP).

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

Performance Objective	Performance Work Statement Paragraph	Performance Threshold
<p align="center"><u>Services.</u></p> <p>Performs all services set forth in the performance work statement (PWS)</p>	<p align="center">1 thru 12</p>	<p align="center">All required services are performed and no more than one (1) customer complaint is received per job</p>

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

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

10.4. Procedures.

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

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

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

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

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

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

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

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

11. TRANSITIONS/CONTACTS

Within 10 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

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

-Facility Manager: Tregaskis, Kevin FM, (381 11) 706-4525, TregaskisK@state.gov

-Technical Specialist: Panjik, Jaroslav Electrical Engineer, (381 11) 706-4224, PanjikJJ @state.gov

12. SUBMISSION OF INVOICES

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

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Embassy's payment office, whichever is later. Invoices shall be sent to:

American Embassy
Budget & Fiscal
Bul. Kneza Aleksandra Karadjordjevica 92
11000 Belgrade
Serbia

The contractor shall include the following statement on invoices submitted for payment "Oslobodjeno plaćanja PDV-a po članu 24. st.1.16 pod tačka 1. Zakona o PDV" ("Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT").

Exhibit A**STATEMENT OF WORK AND EQUIPMENT LIST****I. GENERAL INFORMATION:**

The United States Embassy in Belgrade, Serbia requires professional services and contractor cost proposals to perform preventive maintenance services on the facility's Medium Voltage (35kV) Electrical Switchgear.

II. PROJECT REQUIREMENTS:**DESCRIPTION OF EQUIPMENT *:**

**Please see attachment at the end of this sheet for more details*

In the Embassy Compound, located at Bulevar kneza Aleksandra Karadordevica 92, 11040 Belgrade 11040, Serbia, there is existing metal-enclosed Medium Voltage (35kV) Electrical Switchgear **NXPLUS type**, made by **SIEMENS**, SF6-insulated, type-tested, metal-enclosed and metal-clad medium-voltage switchgear designed as single-bus bar switchgear for indoor installation. The *Medium Voltage Switchgear* is installed in self standing building (DEMARC Building), which consists also *Low Voltage Supply Switchgear* sections, *Utility Control with Metering* section and *Supporting Installation* section.

Technical data:

Voltages: Rated voltage 36.0kV; Operating voltage 35.0kV; Rated short-duration power-frequency withstand voltage 70kV; Rated lightning impulse withstand voltage 170 kV; Rated frequency 50Hz;

Short-circuit ratings: Rated short-time withstand current 20.0 kA; Rated peak withstand current 50 kA; Rated duration of short-circuit 3 s; Rated short-circuit making current (max.) 50 kA; Rated short-circuit breaking current 20.0 kA;

Current ratings: Rated normal current of the busbar 1250 A; Max. permissible busbar current at 35 °C 1295 A;

Supply voltages: Rated supply voltages (for motor of circuit-breaker operating mechanism, for motor of three-position disconnecter, for control and protection, for closing solenoid, for 1st release, for 2nd release) DC 110 V;

General switchgear data: Wall-standing arrangement; Degree of protection for enclosure, operating side and lateral surfaces IP3XD; Degree of protection, primary part IP65; Partition class PM; Loss of service continuity LSC 2B; Internal arc classification IAC A FLR 20 kA/1 s; Height of low-voltage compartment 935 mm; Panel width 600 mm; Panel depth 1600 mm; Panel height with low-voltage compartment 2450 mm.

D. Medium Voltage Switchgear sections:

- 1.1. **H1** – HZ01 - Feeder Circuit-breaker panel CB IC 1250 A;
- 1.2. **H2** – HZ01 - Feeder Circuit-breaker panel CB IC 1250 A;
2. **H3** – HZ02 - Metering Bus section 1250 A;
3. **H4** – HZ03 - Transformer-Circuit-breaker panel CB IC 1250 A;
4. **KZ** – KZ00 Switchgear Accessories

E. Auxiliary Low Voltage Supply Switchgear sections:

5. **NB** – Low voltage AC supply panel, 3x420/242V 50Hz;
6. **NJ** – Low voltage DC supply panel 110V;
7. **BAT** – Backup Batteries;

F. Utility Control and Metering Switchgear section:

8. **UT** – Utility Control Panel;
9. **OM** – Utility Meter Panel;

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff has Operational & Maintenance documents for all Electrical Switchgear on site.

IV. SCOPE OF WORK – MEDIUM VOLTAGE (35kV) ELECTRICAL SWITCHGEAR PREVENTIVE MAINTENANCE

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. This must include, but not limited to, batteries for the trip units, fuses, and dielectric lubricant.

All personnel working in the vicinity shall wear and /or use safety protection while all work is performed. Strict adherence to NFPA70-E and applicable OSHA standards, or equivalent relevant local standards and regulations related to Electrical Safety, must be maintained at all times. Regular safety meetings shall be held among on-site contractor personnel, LES staff assisting. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (OSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

Prior to beginning any site work the contractor must submit to the embassy Facilities Management an isolation Standard Operating Procedure (SOP) and schedule to reflect the planned work and sequence. The contractor must obtain written approval from the embassy Facility Manager noting the planned servicing schedule, and all required generator transfers, tie-breaker switching, or switchgear outages.

The Contractor shall be in close communication both with COR and Dispatcher Center of Utility Power Company in order to schedule complete and safe power disconnect in the Medium Voltage Switchgear during the performance off all works according to subject contract.

If any discrepancies are found with the generator system that are not covered under this scope of work then the contractor must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At a minimum, the following work must be done:

Task Description

A. Step-One, Visual Inspection:

- 1) Visual and Mechanical Inspection to insure the proper operation of all factory and vender installed meters, breakers, remote power monitoring equipment associated with the switch gear.

- 2) Inspect the reading of the pressure of SF6 gas.
- 3) Inspect physical, electrical, and mechanical condition including evidence of moisture or corona.
- 4) Inspect that all filters are in place, and the vents are clear.
- 5) Inspect that the working space is maintained in front of all the electrical gear per the National Electrical Code (NEC) and/or Local Electrical Standards requirements.
- 6) Inspect that the electrical room is free from foreign articles not associated with the room.

B. Step-Two, Verify:

- 1) Compare the installed metering measurements with voltage and power readings from a True RMS meter. Make calibration corrections as necessary to ensure accurate voltage and power readings. Inspect the Instrument Transformers.
- 2) Verify the switchgear circuit breakers sizing match the drawings.
- 3) Verify the proper labeling of all the breakers in the switchgear.
- 4) Verify that the Post as-build drawings (electrical one-line) match the switchgear distribution. Make "Red Ink" corrections on a paper copy as necessary. Inform the FM of any discrepancies or changes to the drawings.
- 5) Verify that the required NFPA 70-E safety equipment (or safety equipment per relevant local safety standards or European Norms and regulations related to Electrical Safety) is available and in good condition for local staff to use.
- 6) Refer to the manufacturer's recommendations for additional maintenance requirements.

C. Step-Three, Test/Clean/Correct:

- 1) Inspect anchorage, alignment, grounding for the equipment.
- 2) Test the system earth ground (25 ohms or less).
- 3) Perform infrared testing on all conductor connections, buss terminations. Only record hot spots on digital format for review.
- 4) Before shutdown insure that all components are operational. Record ones that are not at this time. Make the FM aware of all components that are not functioning prior to shut down.
- 5) Schedule power outage of equipment for cleaning. Coordinate any required outage with post. (Outage may require off hours work).
- 6) Test operation of breakers and three-position disconnectors, both with auxiliary voltage and manually.
- 7) As applicable perform function tests on breakers, protective relay (MPCU) units and settings. Replace any faulty battery, fuse, or switch. Check the system Events Log and download it if applicable – downloaded data to be included in Test and Inspection Field Report.
- 8) Test the signals flow from the Switchgear to the Local Utility Dispatcher Center SCADA System.
- 9) Perform proper Lock-out/Tag-out and ensure the system is de-energized before removing panel covers and exposing any electrical bus or cabling. After de-energizing the equipment have all the circuit-breaker panels in the Switchgear grounded by use of built-in EARTHING function of disconnecter, in accordance to the procedure of local Utility City Company ('EPS Distribucija Beograd'). Under no circumstances should the equipment be energized during the maintenance operation.
- 10) Clean each compartment. Check for damage, excessive wear, or corrosion
- 11) Spot check and correct any loose components or connections.
- 12) Torque loose connections identified during the infrared test or during inspection.
- 13) Confirm correct operation and sequencing of electrical and mechanical interlock systems.

- 14) Use appropriate dielectric lubrication on moving current-carrying parts and on moving and sliding surfaces.
- 15) Correct any faulty, damaged, discolored, and worn components using site spares.
- 16) Exercise all active components. This includes racking the breakers out than back in, if applicable.
- 17) Inspect mechanical indicating devices for correct operation.
- 18) Inspect all power control transformers for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, proper overload protection, and over all general wiring.
- 19) Inspect auxiliary voltage; inspect proper functioning of inverter, batteries and DC voltage controlling devices. Check and record voltage and specific gravity (if applicable) of each jar of batteries. Clean and inspect battery bank.
- 20) After re-energizing the equipment ensure that all components are up and functioning properly.
- 21) Refer to the manufacturer’s suggested recommendations for additional maintenance requirements.
- 22) Clean or replace any air filters present.
- 23) Make calibration corrections as necessary to ensure accurate voltage and power readings on permanently installed switchgear metering.

Performance in each Option Year of the Contract shall be in compliance with the Manufacturer’s recommendations and in accordance to the Local Electrical Standards requirements for maintenance of Medium Voltage Switchgears.

Equipment List:

H1 & H2 - HZ01 - Feeder Circuit-breaker panels CB IC 1250 A

Item No.	Quantity	Description	Typical No.
1.1	2	Circuit-breaker panel CB IC 1250 A	=HZ01
		Maximum permissible feeder current at 35 °C: 1295 A each consisting of:	
1.1.1		Busbar compartment single-pole insulated busbar joint between the busbar modules for single-busbar system, rated current 1250 A bolted, consisting of round-bar copper, cast-resin insulated, bolted busbar joints at the busbar modules with silicone-rubber insulated sleeve.	
1.1.2		Switchgear vessel Hermetically welded switchgear vessel made of stainless steel without seals, filled with SF ₆ at a rated filling level of 1500 hPa, equipped with bushings for busbar and cable connection. with ready-for-service indicator Three-position disconnect Application in hermetically welded switchgear vessel, contacts in the SF ₆ -filled switchgear vessel are climate-independent, operation via gas-tight welded-in metal-bellows, operating mechanism outside the SF ₆ -filled switchgear vessel, reliable switch-position indication up to the operating front of the panel. With motor operating mechanism for DISCONNECTING and	

EARTHING functions

Voltage of motor operating mechanism: DC 110 V

With S1-lock

Vacuum circuit-breaker

Application in hermetically welded switchgear vessel, vacuum interrupters inside the SF6-filled switchgear vessel are climate-independent, operation via gas-tight welded-in metal-bellows, motor operating stored-energy mechanism outside the SF6-filled switchgear vessel.

Rated voltage: 36.0 kV

Rated short-time withstand current: 31.5 kA

Rated current: 1250 A

Auto-reclosing (K): O-0,3s-CO-3min-CO

With motor operating stored-energy mechanism: AC 230 V

With the following release combination:

1 shunt release

Voltage of closing solenoid: DC 110 V

Voltage of 1st shunt release: DC 110 V

Free contacts of auxiliary switch

8 NO + 8 NC

With auxiliary switch for "feeder locking device"

Mechanical closing of circuit-breaker

Current transformers on the transverse panel interconnection

Current transformer type: 4MC4_60

Designed as a ring-core current transformer, single-pole, inductive type, climate-independent, secondary connection via terminal strip inside the low-voltage compartment of the panel.

Arranged outside the primary enclosure (switchgear vessel).

Current transformer installation between circuit-breaker and busbar module

3 x 1 core in L1/L2/L3

Primary current, core 1: 400 - 200 A

Secondary current, core 1: 5 A

Rating, class and overcurrent factor of core 1: 5 VA Cl. 5 P / 10

1.2 x rated current

With routine test certificate

1.1.3

Cable connection compartment

Inside-cone plug connection with plug size 2

Cable connection height 476 mm

with cable brackets

with pressure-resistant floor cover for cable compartment

Panel connection

Plug size 2

Number of cable per phase: 1 cable

Cable cross-section: 150 mm²

Cable connection from bottom

Cable connection is prepared for the following inside-cone plugs:

No selection was made

Capacitive voltage detecting system at the feeder

Design:

LRM system (low-resistance modified) with plug-in indicator for the selected operating voltage

Voltage transformers at the feeder

Voltage transformer type: 4MU2

Single-pole plug-in design, inductive type, climate-independent, secondary connection by means of plugs inside the panel.

Arranged outside the primary enclosure (switchgear vessel).

Metal-enclosed

3 x single-pole

Voltage of secondary winding: $100 / \sqrt{3}$ V

Rating and class of secondary winding: 50 VA / Cl. 1

With routine test certificate

1.1.4**Low-voltage compartment**

For accommodation of protection, control, measuring and metering equipment

Separated from the high-voltage part of the panel, safe-to-touch, removable, bus wires and control cables are plugged in

Height: 935 mm

Multifunction Protection Relay

- 1 SIPROTEC 7SJ6325-4EB90-3FCO+LOS

Low-voltage Devices

- 1 Test disconnect terminal block - UTME 6, Phoenix Contact
- 1 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 10A, tripping curve B, with indication of state and tripping, Schneider Electric
- 2 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 1 3P, C60 N - Multi 9 miniature circuit-breaker, 3x420/242V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 3 2P, C60H-DC - Multi 9 miniature circuit-breaker, 110V, DC, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 4 Auxiliary Relay 110V DC, with 3 changeover contacts, PR 41C+TLK1441, Iskra
- 2 Auxiliary Relay 110V DC, with 8 changeover contacts, 7PA2632-0AA00+7XP9012, Siemens
- 1 Timer Relay 110V DC, with 2 changeover contacts, ZR4MF025, Schrack
- 1 Light Switch, 242V, 50Hz, 16A, DIN rail installation
- 1 Light Fixture 242V, 50Hz, 15W
- 1 Socket Shucko 242V, 50Hz, 16A, DIN rail installation, Schrack
- 1 Heater, 242V, 50Hz, 150W, DIN rail installation, Schrack
- 1 Thermostat, 242V, 50Hz, 0-60°C, DIN rail installation, Schrack
- 1 Hydrostat, 242V, 50Hz, 40-90% rH, DIN rail installation, Schrack

motor operating stored-energy mechanism outside the SF6-filled switchgear vessel.

Rated voltage: 36.0 kV

Rated short-time withstand current: 31.5 kA

Rated current: 1250 A

Auto-reclosing (K): O-0,3s-CO-3min-CO

With motor operating stored-energy mechanism: AC 230 V

With the following release combination:

1 shunt release

Voltage of closing solenoid: DC 110 V

Voltage of 1st shunt release: DC 110 V

Free contacts of auxiliary switch

8 NO + 8 NC

With auxiliary switch for "feeder locking device"

Mechanical closing of circuit-breaker

2.2.4

Low-voltage compartment

For accommodation of protection, control, measuring and metering equipment

Separated from the high-voltage part of the panel, safe-to-touch, removable, bus wires and control cables are plugged in

Height: 935 mm

Multifunction Protection Relay

- 1 SIPROTEC 7SJ6325-4EB90-3FCO+LOS

Low-voltage Devices

- 1 Test disconnect terminal block - UTME 6, Phoenix Contact
- 1 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 10A, tripping curve B, with indication of state and tripping, Schneider Electric
- 2 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 3 2P, C60H-DC - Multi 9 miniature circuit-breaker, 110V, DC, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 3 Auxiliary Relay 110V DC, with 3 changeover contacts, PR 41C+TLK1441, Iskra
- 4 Auxiliary Relay 110V DC, with 8 changeover contacts, 7PA2632-0AA00+7XP9012, Siemens
- 2 Timer Relay 110V DC, with 2 changeover contacts, ZR4MF025, Schrack
- 1 Light Switch, 242V, 50Hz, 16A, DIN rail installation
- 1 Light Fixture 242V, 50Hz, 15W
- 1 Socket Shucko 242V, 50Hz, 16A, DIN rail installation, Schrack
- 1 Heater, 242V, 50Hz, 150W, DIN rail installation, Schrack
- 1 Thermostat, 242V, 50Hz, 0-60°C, DIN rail installation, Schrack
- 1 Hydrostat, 242V, 50Hz, 40-90% rH, DIN rail installation, Schrack

Rated short-time withstand current: 31.5 kA
 Rated current: 1250 A
 Auto-reclosing (K): O-0,3s-CO-3min-CO
 With motor operating stored-energy mechanism: AC 230 V
 With the following release combination:
 1 shunt release
 Voltage of closing solenoid: DC 110 V
 Voltage of 1st shunt release: DC 110 V
 Free contacts of auxiliary switch
 8 NO + 8 NC
 With auxiliary switch for "feeder locking device"
 Mechanical closing of circuit-breaker

Current transformers on the transverse panel interconnection

Current transformer type: 4MC4_60
 Designed as a ring-core current transformer, single-pole, inductive type, climate-independent, secondary connection via terminal strip inside the low-voltage compartment of the panel.
 Arranged outside the primary enclosure (switchgear vessel).
 Current transformer installation between circuit-breaker and busbar module
 3 x 1 core in L1/L2/L3
 Primary current, core 1: 40 - 20 A
 Secondary current, core 1: 5 A
 Rating, class and overcurrent factor of core 1: 5 VA Cl. 5 P / 10
 1.2 x rated current
 With routine test certificate

3.3.3

Cable connection compartment

Inside-cone plug connection with plug size 2
 Cable connection height 476 mm
 with cable brackets
 with pressure-resistant floor cover for cable compartment

Panel connection

Plug size 2
 Number of cable per phase: 1 cable
 Cable cross-section: 150 mm²
 Cable connection from bottom
 Cable connection is prepared for the following inside-cone plugs:
 No selection was made

Capacitive voltage detecting system at the feeder

Design:
 LRM system (low-resistance modified) with plug-in indicator for the selected operating voltage

3.3.4

Low-voltage compartment

For accommodation of protection, control, measuring and metering equipment
 Separated from the high-voltage part of the panel, safe-to-touch, removable, bus wires and control cables are plugged in
 Height: 935 mm

Multifunction Protection Relay

1 SIPROTEC 7SJ6325-4EB90-3FCO+LOS

Low-voltage Devices

- 1 Test disconnect terminal block - UTME 6, Phoenix Contact
- 1 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 10A, tripping curve B, with indication of state and tripping, Schneider Electric
- 2 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 1 3P, C60 N - Multi 9 miniature circuit-breaker, 3x420/242V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 1 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 3 2P, C60H-DC - Multi 9 miniature circuit-breaker, 110V, DC, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 4 Auxiliary Relay 110V DC, with 3 changeover contacts, PR 41C+TLK1441, Iskra
- 2 Auxiliary Relay 110V DC, with 8 changeover contacts, 7PA2632-0AA00+7XP9012, Siemens
- 1 Timer Relay 110V DC, with 2 changeover contacts, ZR4MF025, Schrack
- 1 Light Switch, 242V, 50Hz, 16A, DIN rail installation
- 1 Light Fixture 242V, 50Hz, 15W
- 1 Socket Shucko 242V, 50Hz, 16A, DIN rail installation, Schrack
- 1 Heater, 242V, 50Hz, 150W, DIN rail installation, Schrack
- 1 Thermostat, 242V, 50Hz, 0-60⁰C, DIN rail installation, Schrack
- 1 Hydrostat, 242V, 50Hz, 40-90% rH, DIN rail installation, Schrack
- 1 Power supply unit, MINI-PS-100-240AC/24DC, Phoenix Contact
- 1 Resistor 300W, 40hm

KZ - Switchgear Accessories

Item No.	Quantity	Description	Typical No.
----------	----------	-------------	-------------

4.1		Switchgear accessories comprising:	=KZ00
	1	Operating lever for disconnect and earthing switch mechanism	
	1	Hand crank for charging the circuit-breaker operating mechanism	
	1	Socket spanner for doors	
	1	TORX screwdriver	
	1	Operating instructions in the configured language:	
	1	Installation instructions in the configured language:	
	1	Right end wall	
	1	Left end wall, with service flap	
	1	Installation instructions NXPLUS SBB in French	
	1	Operating instructions NXPLUS SBB in French	
	12	Voltage indicator for LRM system (pluggable), for switchgear with capacitive voltage tap, make Horstmann, type LRM-ST	
	1	Socket spanner for low voltage door	

NB – Low voltage AC supply panel, 3x420/242V 50Hz

Item No.	Quantity	Description	Typical No.
0.1	1	Auxiliary Low Voltage Supply Switchgear section. Low voltage AC supply panel, 3x420/242V 50Hz each consisting of:	=NB00
		Multifunction Protection Relay	
		1 SIPROTEC 7SJ6325-4EB90-3FCO+LOS	
		Low-voltage Devices	
		1 Current transformer type: STN-88/40 FMT 75/5 A/A; kl. 1; Fs=5; 5VA Ammeter; 0-100A; with connectors for the current transformer 75/5 A/A	
		1 Voltmeter; 3x400/230 V/V; 50Hz; 0-500V	
		1 Voltmeter switch; 4G25-66-U; KONCAR	
		1 3P, COMPACT NS100N+TM50D; Miniature circuit-breaker, 3x420/242V, 50Hz, 100A, tripping curve B, with thermal protection unit; Merlin Gerin	
		Voltage transformers on the busbar	
		1 Voltage transformer type: KMT-3 KVAZAR Three-pole plug-in design, inductive type, climate-independent, secondary connection by means of plugs inside the panel. Arranged outside the primary enclosure (switchgear vessel). Metal-enclosed Voltage of primary winding: $3 \times 400 / \sqrt{3}$ V Voltage of secondary winding: $100 / \sqrt{3}$ V Rating and class of secondary winding: 5 VA / Cl. 0.5	
		3 Auxiliary Relay 242V, 50Hz, AC, with 3 changeover contacts, PR 41C5+TLK1441, Iskra	
		1 3P, NG125 N - Miniature circuit-breaker, 3x420/242V, 50Hz, 25A, tripping curve C, with indication of state and tripping, Schneider Electric	
		5 3P, C60 N - Multi 9 miniature circuit-breaker, 3x420/242V, 50Hz, 16A, tripping curve B, with indication of state and tripping, Schneider Electric	
		1 3P, C60 N - Multi 9 miniature circuit-breaker, 3x420/242V, 50Hz, 10A, tripping curve B, with indication of state and tripping, Schneider Electric	
		1 3P, C60 N - Multi 9 miniature circuit-breaker, 3x420/242V, 50Hz, 3A, tripping curve B, with indication of state and tripping, Schneider Electric	
		1 3P, C60 N - Multi 9 miniature circuit-breaker, 3x420/242V, 50Hz, 32A, tripping curve C, with indication of state and tripping, Schneider Electric	

- 5 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 16A, tripping curve B, with indication of state and tripping, Schneider Electric
- 4 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 10A, tripping curve B, with indication of state and tripping, Schneider Electric
- 2 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 3 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 3A, tripping curve B, with indication of state and tripping, Schneider Electric
- 1 Light Switch, 242V, 50Hz, 16A, DIN rail installation
- 1 Light Fixture 242V, 50Hz, 15W

NJ – Low voltage DC supply panel, 110V

Item No.	Quantity	Description	Typical No.
----------	----------	-------------	-------------

6.1 1 Auxiliary Low Voltage Supply Switchgear section. =NJ00
Low voltage DC supply panel, 110V
each consisting of:

Multifunction Protection Relay

1 SIPROTEC 7SJ6335-4EB90-3FCO+LOS

Low-voltage Devices

- 1 Voltmeter; 110 V; DC; 0-150V
- 2 Taster set; with 2 changeover contacts; 110V DC
- 1 Voltmeter switch; 4G25-75-U; KONCAR
- 4 2P, COMPACT NS100 DC + TM25D; Miniature circuit-breaker, 110V DC, 25A, with thermal protection unit; Schneider Electric
- 1 2P, C60H DC; Miniature circuit-breaker, 110V DC, 32A, tripping curve C; Schneider Electric
- 1 2P, C60H DC; Miniature circuit-breaker, 110V DC, 25A, tripping curve C; Schneider Electric
- 2 2P, C60H DC; Miniature circuit-breaker, 110V DC, 16A, tripping curve C; Schneider Electric
- 2 2P, C60H DC; Miniature circuit-breaker, 110V DC, 10A, tripping curve C; Schneider Electric
- 4 2P, C60H DC; Miniature circuit-breaker, 110V DC, 6A, tripping curve C; Schneider Electric
- 1 LC1 D25 Contactor DC, 110V, 25A; ; with 2 changeover contacts; Schneider Electric
- 1 Shunt Resistor 60A/60mV
- 1 Ammeter 0-100V
- 1 Light Switch, 242V, 50Hz, 16A, DIN rail installation
- 1 Light Fixture 242V, 50Hz, 15W
Socket Shucko 242V, 50Hz, 16A, DIN rail installation, Schrack
- 1 Heater, 242V, 50Hz, 150W, DIN rail installation, Schrack
- 1 Thermostat, 242V, 50Hz, 0-60°C, DIN rail installation, Schrack
- 1 Hydrostat, 242V, 50Hz, 40-90% rH, DIN rail installation, Schrack
- 1 Power supply unit, MINI-PS-100-240AC/24DC, Phoenix Contact
- 1 Resistor 300W, 40hm
- 1 Light Switch, 242V, 50Hz, 16A, DIN rail installation
- 1 Light Fixture 242V, 50Hz, 15W
Socket Shucko 242V, 50Hz, 16A, DIN rail installation, Schrack

BAT – Backup Batteries

Item No.	Quantity	Description	Typical No.
7.1	1	<p>Auxiliary Low Voltage Supply Switchgear section. Backup Batteries – Batteries bank</p> <p>9 12SMG 100/F; 12V, 100 Ah Tubular positive plates, pressure cast from high tin / low calcium alloy; Electrolyte immobilized in gel structure; Highly porous gauntlets retain the active material; Pasted negative plates designed to have service lives consistent with the positive plates; Separators with extremely high porosity and low internal resistance; Container and lid designed for unsurpassed mechanical strength made of thick walled plastics Threaded female M8 terminal posts guarantee highest conductivity, maximum torque retention and easy installation Front terminals for reduced headspace, higher energy density and compact battery layout High integrity post seal design to prevent electrolyte leakage and terminal corrosion Flame arrestors prevent sparks or flames from entering the battery Cells equipped with one-way safety valves that open at 5 PSI and close at 3 PSI to allow excess gas to escape when overcharging < 2% self-discharge per month at 20°C allows 6 months shelf life Supplied with rigid inter-cell connectors and connector cover Remote venting system available for applications which require limited gassing to be vented externally</p>	=BAT

UT – Utility Control Panel

Item No.	Quantity	Description	Typical No.
----------	----------	-------------	-------------

8.1	1	Utility Control Panel each consisting of:	=UT00
------------	----------	---	--------------

Computer Control Unit

1 SIMATIC IPC547C, SIEMENS

Ups

1 Master Guard (A19-2000) +
2x BATTERY MASTER GUARD (BP-3000)

Low-voltage Devices

- 2 Ethernet Switch , 110V, 2XFx, 6XTx; RS900NC; RUGGEDCOM
- 2 2P, C60H DC; Miniature circuit-breaker, 110V DC, 6A, tripping curve C; Schneider Electric
- 3 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 6A, tripping curve B, with indication of state and tripping, Schneider Electric
- 1 1P, C60 N - Multi 9 miniature circuit-breaker, 230V, 50Hz, 10A, tripping curve B, with indication of state and tripping, Schneider Electric
- 1 Micro Switch for the Panel Doors, 230V, 50Hz
- 1 Light Switch, 242V, 50Hz, 16A, DIN rail installation
- 1 Light Fixture 242V, 50Hz, 15W
- 5 Socket Shucko 242V, 50Hz, 16A, DIN rail installation, Schrack
- 1 Heater, 242V, 50Hz, 150W, DIN rail installation, Schrack
- 2 Thermostat, 242V, 50Hz, 0-60°C, DIN rail installation, Schrack
- 1 Hydrostat, 242V, 50Hz, 40-90% rH, DIN rail installation, Schrack

OM – Utility Meter Panel

Item No.	Quantity	Description	Typical No.
9.1	1	Utility Meter Panel each consisting of:	=OM00
		1 Meter type ST300FV DLMS 3x58/100V/50Hz Meter&Control	
		Electronic meter, connected by metering transformers connection, for measuring of active and reactive electric energy.	
		1 Test disconnect terminal block	

END OF STATEMENT OF WORK

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2016)

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([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) [Reserved].
- ___ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ___ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- ___ (13) [Reserved]

- ___ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Oct 2015) 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) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- ___ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- ___ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- ___ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).
- ___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ **X** (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

- __ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- __ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- _ X _ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- _ X _ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- __ (42)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (May 2014) of [52.225-3](#).
- __ (iii) Alternate II (May 2014) of [52.225-3](#).
- __ (iv) Alternate III (May 2014) of [52.225-3](#).
- __ (43) [52.225-5](#), Trade Agreements (FEB 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- _ X _ (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. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- __ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- _ X _ (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 (May 2014) ([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:
[Contracting Officer check as appropriate.]
- __ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

- __ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- __ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- __ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- __ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Mar 2016).
- __ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- __ (10) [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 (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause [52.222-17](#).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

- (v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (ix) [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](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi)
- _X_(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
- __ (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Mar 2016).
- (xvi) [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](#)).
- (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/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 or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL 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 (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 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 5 years.

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

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

The following DOSAR 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 1 copy 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(b).

American Embassy
Budget & Fiscal
Bul. Kneza Aleksandra Karadjordjevica 92
11000 Belgrade
Serbia

The contractor shall include the following statement on invoices submitted for payment "*Oslobodjeno plaćanja PDV-a po članu 24. st.1.16 pod tačka 1. Zakona o PDV*" ("Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT").

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

(End of Clause)

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

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

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

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.
All official holidays of the Republic of Serbia.

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

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical

tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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

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

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

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

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

(End of clause)

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

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

(b) The COR for this contract is the NEC Electrical Engineer.
(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

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

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in the form of a copy of the excerpt from the Serbian Business Registry (Agencija za privredne registre) and a copy of the tax identification number certificate (PIB);
 - c) List of clients over the past 2 (two) 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 Serbia, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

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

- d) Evidence that the offeror/quoter can provide the necessary qualified personnel, equipment, and financial resources needed to perform the work, including a solvency report from the Serbian Business Registers Agency (*Izvestaj o bonitetu za javne nabavke*).
 1. At a minimum, evidence of personnel qualifications must include:
 - i. Evidence that at least one employee has a degree in electrical engineering and a valid professional license issued by the Serbian Chamber of Engineers (*No 450 – License for a professional electrical engineer for Low and Medium Voltage electrical power installations*). Copy of the License (signed & stamped with Engineer's Personal Seal).

2. Evidence that the offeror/quoter can provide the necessary tools and adequately trained staff for use those tools:
 - i. - List of electrical tools and measuring instruments that will be used during the contract performance (at minimum: Megommeter, Infrared camera and Earth Ground Tester). List of valid calibrating certificates for each of the instruments shall be provided.
 - ii. - List of valid Training Certificates issued for the employees that will be using listed electrical tools and measuring instruments.
- e) 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.
- f) A copy of the Certificate of Insurance, or A statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address.

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

NONE

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

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

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

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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

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

52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

- (a) A site visit has been scheduled for 11:00 on Tuesday, April 19, 2016.
- (b) Participants will meet at the Embassy Service Entrance, Jovana Marinovica bb in Belgrade.
- (c) In order to be admitted to the Site Visit, a Site Visit Registration form must be submitted by email to BLG-Procurement@state.gov to the attention of Zoran Djordjevic no later than 17:00 on Friday, April 15, 2016. No more than 2 persons will be admitted from each company. The form is available for download from the Embassy web page where this solicitation is publicized or, you may request a copy of the form by email to BLG-Procurement@state.gov

(End of provision)

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

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Steven Rider, at telephone 011/706-4000 or fax 011/706-4005. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of provision)

SECTION 4 - EVALUATION FACTORS

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

The Government reserves the right to reject proposals that are unreasonably low or high in price. The evaluation process shall include the following:

A. **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

B. **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of the items offered to ensure that they meet the required standards, and past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

C. **COMPETITIVE RANGE DETERMINATION AND REJECTION OF OFFERS.** The Government intends to make award without discussions on the basis of initial proposals received. However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to: 1) limit the number of offerors in the competitive range to the greatest number of proposals that will permit an adequate competition among the technically acceptable proposals; 2) make more than one competitive range determination; 3) conduct more than one round of discussions; and 4) conduct more than one round of proposal revisions.

The Government reserves the right to reject an offer if one of the following conditions exists:

- a. Offeror fails to submit any of the required proposal documents required by Section L;
- b. Offeror submits a cost/price proposal that cannot be adequately explained or substantiated;
- c. Offeror submits an offer that could not be made technically acceptable without a major rewrite.

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).

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

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

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

SECTION 5- OFFEROR REPRESENTATIONS AND CERTIFICATIONS**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2016)**

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

(a) Definitions. As used in this provision—

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (q) 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 is, 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 is, 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 is, is not a service-disabled veteran-owned small business

concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, 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 is, 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 is, 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 is, 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 is, 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 is, 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 is a women-owned business concern.

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

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

(i) It is, 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 is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part

126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

(i) It has developed and has on file, 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 has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

25.

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

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in

the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:
Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

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

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

designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

(2) Have, 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) Are, 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) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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 .]

(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) 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) Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does 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\(d\)\(1\)](#). *[This applies to Automobile or other vehicle (e.g., aircraft) maintenance services, Financial services involving the issuance and servicing of cards, Hotel/motel services for conferences, including lodging and/or meals, Transportation by common carrier, Real estate services, Relocation services]* The offeror does does not certify that—

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

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

(ii) It is, 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 \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

(End of provision)

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

None.