

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

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

1. REQUISITION NUMBER

**PR3537870**

PAGE 1 OF

65

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

**PR3537870**

6. SOLICITATION ISSUE DATE

September 3, 2014

**7. FOR SOLICITATION INFORMATION CALL:** 

a. NAME  
**Viktor Traykov**

b. TELEPHONE NUMBER(No collect calls)  
**00359 2 939 5724**

8. OFFER DUE DATE/ LOCAL TIME  
**September 19, 2014 COB**

9. ISSUED BY

CODE

**Embassy of USA  
General Services Office  
#16 Kozyak Street  
Sofia**

10. THIS ACQUISITION IS

UNRESTRICTED OR  SET ASIDE: \_\_\_\_ % FOR:

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

HUBZONE SMALL BUSINESS

(WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

EDWOSB

8 (A)

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

**Embassy of USA  
General Services Office  
#16 Kozyak Street  
Sofia**

16. ADMINISTERED BY

CODE

**Embassy of USA  
General Services Office  
#16 Kozyak Street  
Sofia**

17a. CONTRACTOR/OFFERER

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY  
**Embassy of USA  
Financial Management Office  
#16 Kozyak Street  
Sofia**

CODE

TELEPHONE NO.

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

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

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

Delivery and Installation of an Intecom system as per the attached SoW.

*(Use Reverse and/or Attach Additional Sheets as Necessary)*

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE  ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

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		42a. RECEIVED BY ( <i>Print</i> )			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT ( <i>Location</i> )	
				42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER PR3537870  
PRICES, BLOCK 23

I. Scope of Work - The Contractor shall furnish *provisioning, installation and startup services of an intercom system* in accordance with the terms and conditions set forth herein. See also Attachments A through D which set forth the specifications. The contract type will be firm-fixed price. The price listed below shall include all labor, materials, overhead, profit, and transportation.

II. Pricing - The Contractor shall provide, install, perform field quality control, startup and adjusting of intercommunication systems for the consular waiting area, serving consular teller window stations, as well as the paging system for general consular waiting area and associated waiting area outside of the building as set forth below in this Section 1. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, packaging and all local or federal taxes, if applicable.

A. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is to be included in the CLIN rates or as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

Item	Item Description	Quantity	Unit Price	Total Price
1	Provisioning of new intercommunication systems with the following functional specifications and as per art. 1.2.1 B, C and D : <ul style="list-style-type: none"> <li>• One-on-one communication at each of the ten customer service windows, plus the ability to make announcements from any of the ten customer service windows to either or both of the two waiting areas. Listed below are general specifications from end user.</li> <li>• Electrical power supply – 220V/50Hz.</li> <li>• Full “Duplex” sound on both sides of the window.</li> <li>• 3 zone selection: one-on-one interview mode, paging mode to the indoor waiting room (measures 500cm/1600cm), and paging mode to the outdoor waiting area (measuring 600cm/1500cm).</li> <li>• Gooseneck microphone with mute option on the interviewer’s side of the window.</li> <li>• Wall mounted speaker on applicant side of the window.</li> <li>• Clear indicator light showing when the speaker is on.</li> <li>• Volume control on interviewer’s side only.</li> <li>• No button to hold while talking on both sides of the window.</li> <li>• Option for headphones on the server side. The headphones must cancel speakers when in use.</li> <li>• Option for two headsets on the customer side, again cancelling sound from the speaker when in use.</li> </ul>	1 each		
2	Installation of the new intercommunication system in the Consular interview and waiting areas by replacing the current system, including all cable installation works and removal of the old intercom system	1 each		
3	All necessary cables and ancillary materials (such as, but not limited to cables, cable clamps, connectors and cable lables)			
4	Field quality control servie	1 each		
5	Startup service	1 each		
6	Adjusting	1 each		
	<b>Total Contract Price VAT excl.</b>			
	<b>VAT</b>			
	<b>Total Contract Price VAT incl.</b>			

CONTINUATION TO SF-1449  
RFQ NUMBER PR3537870 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

DESCRIPTION/SPECIFICATIONS/FUNCTIONAL WORK STATEMENT

**PART 1 – GENERAL**

1.1. SUMMARY & BACKGROUND

1.1.1 Summary: This Section includes intercommunication systems for the consular waiting area, serving consular teller window stations, as well as the paging system for general consular waiting area and associated waiting area outside of the building.

1.1.2. Background: The subject of this Scope of Work is to install a new intercommunication system in the Consular interview and waiting areas by replacing the current system. The currently installed system is from Talk-A-Phone; model: IW-HFM-4.

1.1.3. References: MASTERSPEC Short Form Copyright 2003, The American Institute of Architects (AIA); SECTION 16722 “INTERCOMMUNICATION EQUIPMENT”. The majority of this Scope of Work is from this reference.

1.1.4. Additional 16000 sections refer to conduits, wire ways, connection boxes, pull boxes, junction boxes, and outlet boxes permanently installed in walls, floors, and ceilings.

1.2. OVERVIEW OF SYSTEM REQUIREMENTS:

- One-on-one communication at each of the ten customer service windows, plus the ability to make announcements from any of the ten customer service windows to either or both of the two waiting areas. Listed below are general specifications from end user.
- Electrical power supply – 220V/50Hz.
- Full “Duplex” sound on both sides of the window.
- 3 zone selection: one-on-one interview mode, paging mode to the indoor waiting room (measures 500cm/1600cm), and paging mode to the outdoor waiting area (measuring 600cm/1500cm).
- Gooseneck microphone with mute option on the interviewer’s side of the window.
- Wall mounted speaker on applicant side of the window.
- Clear indicator light showing when the speaker is on.
- Volume control on interviewer’s side only.
- No button to hold while talking on both sides of the window.
- Option for headphones on the server side. The headphones must cancel speakers when in use.
- Option for two headsets on the customer side, again cancelling sound from the speaker when in use.

*These general specifications are recommendations and not to be considered system requirements.*

### 1.2.1. Functional Description of the Intercommunication System

#### A. General:

The intent is to provide a fully operational system with voice amplification to facilitate communication by both the teller and the requestor at the Consular Teller Window without requiring each to raise their voices, and to provide a clear audio experience via the paging system for requestors in the interior and exterior general consular waiting areas.

#### B. Audio Systems:

1. Audio dynamic sound processor (DSP): Provides echo cancellation and audio processing for full duplex teller window communications, as well as in office and public area paging selection.
2. Audio speaker for teller area: Provide wall mounted speaker.
3. Audio speaker for public area: Provide ceiling mounted speaker.
4. Teller Microphone: Provide gooseneck tabletop microphone. Provide base with mute button for microphone. The microphone mute shall be accomplished at the DSP and not locally at the microphone due to echo cancellation reference issues.
5. Boundary zone microphone: Provide wall mounted on public side with mounting to a single gang wall plate.
6. Provide equalization and processing for all audio sources inclusive or external to DSP processor.
7. Provide amplification for the audio speakers at two discrete channels.
8. Provide intercom connections between the operator position and operator position in the XOX CAT room.
9. Provide limited volume and muting control for teller via a fixed button control panel located in teller area.

#### C. Remote Control System:

1. Provide control system for control of the teller and public area. The control surfaces shall include one fixed button control surface at the teller location. This control surface can serve as the microphone base also. The control functions shall include the following:

- a. Speech audio level inbound volume up, down, mute.
- b. Speech audio level outbound volume up, down, mute.
- c. Office page selection.
- d. Public page selection.

D. Miscellaneous Components:

- 1. Provide audio-visual rack sized for the equipment.
- 2. Provide power line conditioning for A/V rack.
- 3. Provide uninterruptible power supply for all DSP and control items.

### 1.2.3. SYSTEM PERFORMANCE REQUIREMENTS

A. Audio:

Frequency Response: 30Hz – 18 KHz, within +/- 3.0db  
 Signal to Noise Ratio: 55dB minimum  
 Total Harmonic Distortion: 1% maximum from 30Hz-15Hz (THD)

B. Digital Audio:

Signal: AES / EBU RS-422 110ohms  
 S/P DIF 0.5V P-P 75ohms

C. Composite Video Signal:

Signal: 1V P-P 75 amps (3.58, 4.43MHz/NTSC)  
 S/N (RMS) un-weighted: DC to 4.2 MHz, 50 dB minimum  
 Cross talk, un-weighted: DC to 4.2 MHz, 50 dB minimum  
 Frequency Response: Within +/- 0.5 dB 0 to 4.2 MHz

D. S-Video Signal:

Signal: Y: 1.0V p-p, 75 amps C: 0.286V p-p, 75ohms  
 (3.58, 4.43MHz/NTSC)

E. Serial Digital Video:

Signal: SMPTE 259M 270 Mbps. 0.8V p-p 610% 75ohms  
 4:2:2 Serial digital video signal

F. Component Video:

Signal: Y: 1.0V p-p, 75ohms PB/CB: 07V p-p, 75ohms PR/CR:  
 0.7V p-p, 75ohms

G. RGB Hs Vs Signal:

Signal: 1V P-P CGA, VGA, SVGA, XGA, SXGA, UXGA  
 Frequency range: 15khz.-150kHz (H) 40hz.-92Hz. (V)

#### 1.2.4. SUBMITTALS

A. Product Data: For the following:

1. Speaker-microphone stations
2. Intercommunication amplifier
3. Paging amplifier
4. Power line conditioner.
5. Uninterruptible power supply (UPS).
6. Audio dynamic sound processor (DSP).

B. Design Calculations: Calculate requirements for selecting seismic restraints for central control cabinets.

C. Signed and sealed by a qualified professional engineer. Complete system shop drawings depicting the following information:

1. All point-to-point wiring schematic details, equipment interconnections, component values and showing complete letter and number identification of all wire and cable as well as jacks, terminals and connectors.
2. All panels, plates, and designation strips, including details relating to terminology, engraving, finish, and colour.
3. Complete sets of remote Graphical user interface control panel layouts including layouts for touch sensitive and fixed button control panels, master control pages and brief functional description of programming.
4. All custom designed consoles, tables, carts, support bases, and shelves.
5. All unusual equipment modifications.
6. Run sheets and field wiring details.
7. Wire specifications and assignment by use.
8. Patch panel assignment layout drawings.
9. Front mechanical drawings of each equipment rack.
10. Complete and detailed schematic drawing including all items of equipment.

D. Coordination Drawings: Vendor will coordinate work with provided reflected ceiling plan (**Refer to Attachment D**). Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.

E. Manufacturer Seismic Qualification Certification: Submit certification that central control cabinets, accessories, and components will withstand seismic forces defined in Division 16 Section "Electrical Supports and Seismic Restraints." Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.

a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

F. Qualification Data for Audio-visual Supplier/Installer:

1. Identify three similar projects of the same or greater magnitude and scope within last three years. Include statement that the Audio-visual Supplier/Installer was actively involved in those projects. Provide current contact names and telephone numbers, as well as job description.

G. Field quality-control test reports.

H. Closeout Submittals: At the completion of the installation, provide the following information:

1. Equipment manufacturer's operation and maintenance manuals for each piece of equipment.
2. Equipment inventory listing manufacturer, model number, and serial number for all equipment items furnished.
3. Record drawings for each system installation, showing all equipment items, interconnection of equipment and all cable label designations.
4. Functional block drawing identical to the intent of the specification drawing with addition of all input and output circuit cable and terminal block numbers as well

as all jack field circuit I.D. designations. The drawing shall be in readable logical format that is understandable to technical and non-technical staff.

a. Provide copy of drawing under clear acrylic sheet and mount on inner surface of equipment rack door.

5. All control software, both standard and custom written shall be the property of the Government.

I. Operation and Maintenance Data: For intercommunication equipment to include in emergency, operation, and maintenance manuals.

1. The Operation section shall describe all typical procedures necessary to activate each system to provide for the functional requirements as listed in this section.

2. The Maintenance section shall provide a recommended maintenance schedule with reference to the applicable pages in the manufacturer's maintenance manuals. Where the manufacturer provides inadequate information, the Audio-visual Supplier/Installer shall provide the information necessary for proper maintenance.

3. Provide replacement parts lists in support of all items of equipment, either a stock manufactured item or a custom built.

4. In addition to items specified in Division 1 Section "Closeout Procedures and Operation and Maintenance Data," include a record of Government's equipment-programming decisions.

#### 1.2.5. QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. All installed materials will comply with NFPA 70.

#### 1.2.6. DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment in fully enclosed vehicles after specified environmental conditions have been permanently established in spaces where equipment is to be placed.

B. Store equipment in spaces with environments controlled within manufacturers' ambient temperature and humidity tolerances for non-operating equipment.

#### 1.2.7. COORDINATION

A. Coordinate layout and installation of ceiling-mounted speaker microphones with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, teller windows and partition assemblies.

B. Project Schedule in Gantt chart format to be included in the proposal and given to the Contracting Officer Representative to coordinate acceptable work days and hours. The office hours are Monday through Friday 08:00 to 17:30; however, it will be required for work to be performed after normal business hours to limit the negative impact to office operations.

#### 1.2.8. MAINTENANCE SERVICE

A. During the project warranty period, the Audio-visual Supplier/Installer shall provide on-site service, repair and maintenance for the audio-visual system, regardless of the number of service visits required to maintain system operation and performance. Service and maintenance consists of telephone support and assistance, on-site services, and preventative maintenance inspections. In all cases, the Audio-visual Supplier/Installer shall provide knowledgeable and capable staff technicians.

1. Telephone Assistance: The Audio-visual Supplier/Installer shall respond via telephone within 24 hours. This first contact should outline the nature of the problem or functional anomaly. The Audio-visual Supplier/Installer shall make available an individual knowledgeable with the installed system that can address specific system issues described by system operators.
2. The Audio-visual Supplier/Installer shall provide capable technicians for on-site service of systems equipment or control software. The technicians dispatched shall be familiar with the installed system with complete knowledge of the products used in the systems configuration. Technicians dispatched shall have complete ability to address the nature of the system anomaly or performance difficulty described. Provide on-site response within 72 hours. Service shall be available during normal business hours, Monday through Friday, 08:00 until 17:30.

## PART 2 – PRODUCTS

### 2.1 AUDIO EQUIPMENT

A. Audio dynamic sound processor (DSP), rack mounted. Retain this Article for user-programmable, microprocessor-switched systems. Delete functions not required.

1. Acceptable Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

- a. Biamp Audia <http://www.biamp.com/products/audia/index.aspx>
- b. BSS Sound Web <http://bssaudio.com/en-US>
- c. Peavey Media Matrix <http://www.peaveycommercialaudio.com/>

2. Salient Characteristics:

- a. Configurable input and output.
- b. DSP includes equalization processing and remote control interfaces.
- c. Selectable automatic gating for each line or microphone interfaces.
- d. IP based, contact closure (I/O) or RS-232 controllable.
- e. Total harmonic distortion <0.1 percent.
- f. Frequency response 20 Hz – 15 kHz 62 dB.
- g. Configured for inputs and outputs as shown in this section in **Attachment A**, “AV Line Diagram” and in **Attachment B**, “DSP Processing Selection Diagram”.
- h. Expandable to allow for multiple window systems within same DSP environment.
- i. Item to include all required network hardware and interfaces as necessary for complete and working DSP system.

B. Teller Side Speakers:

1. Acceptable Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

- a. Tannyi5AW
- b. JBL Control 25
- c. Klipsch CA-5T

2. Salient Characteristics:

- a. Frequency response: 60 Hz – 22 kHz

- b. 25 mm x 125 mm Constant Directivity Dual Concentric
- c. 8 or 16ohms impedance
- d. Maximum peak program power: 150 watts.

C. Public Side Speakers:

1. Acceptable Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Tanney CMS 65-15
  - b. JBL Control 26C
  - c. Klipsch CS-650-R
2. Salient Characteristics:
  - a. Frequency response: 60 Hz – 22 kHz
  - b. 160 mm woofer and 19 mm titanium-coated tweeter minimum
  - c. 8 or 16 ohms impedance
  - d. Maximum peak program power: 140 watts
  - e. Grille, with tile brace and back box as necessary

D. Audio Amplifier:

1. Acceptable Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - a. QSC CX302  
[http://qsc.com/products/Power\\_Amplifiers/Cx\\_Series/CX302/](http://qsc.com/products/Power_Amplifiers/Cx_Series/CX302/)
  - b. Crown CH1  
<http://www.crownaudio.com/media/pdf/legacy/136706.pdf>
  - c. Crest LT1000

[http://www.peaveycommercialaudio.com/media/pdf/LT\\_Cutsheet.pdf](http://www.peaveycommercialaudio.com/media/pdf/LT_Cutsheet.pdf)

2. Salient Characteristics:
  - a. Rack mounted
  - b. Two channel minimum
  - c. Signal-to-noise ratio 106 dB unweighted or greater
  - d. 20 Hz – 20 kHz frequency range
  - e. Less than 0.05% total harmonic distortion rom 20 Hz – 20 kHz
  - f. 200 watts 8ohms minimum
  - g. Front panel controls

E. Wired Gooseneck Microphone:

1. Acceptable Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Countryman ISOMAX M4HP5VS18EB
  - b. Audio Technica AT857QMLa
  - c. Shure MX418/S
2. Salient Characteristics:
  - a. Type: Condenser (back electret)
  - b. Polar pattern: Cardioid
  - c. Frequency response: 30 Hz – 20 kHz
  - d. Sensitivity: -43 dB (7.0 mV) re 1V at 1 Pa
  - e. Shock mount assembly – coordinate with millwork

F. Wired Boundary Zone Microphone:

1. Acceptable Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Crown PZM-11
  - b. Audio Technica ES945
  - c. Clock Audio C004E
2. Salient Characteristics:
  - a. Type: Pressure zone microphone
  - b. Polar pattern: Hemispherical
  - c. Frequency response: 80 Hz – 20 kHz

2.2. REMOTE CONTROL EQUIPMENT

A. AV Function Control System:

1. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. CRESTON
  - b. AMX

2. Salient Characteristics:

- a. Custom-built user interface for DSP processor
- b. Includes teller and public area volumes and page selection

2.3. MISCELLANEOUS EQUIPMENT

A. Audio-visual Equipment Rack:

1.1. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Middle Atlantic MRK-4436-MRK-2025 (baseline product)
- b. Atlas
- c. Winsted

2.1. Salient Characteristics:

- a. EIA width - 475 mm
- b. 20-44 rack unit height, sized based on number of systems
- c. 0.76 mm steel
- d. Tapped front and rear rails, 10-32 threads
- e. Depth: 625-900 mm
- f. Scratch-resistant powder-coated dark finish
- g. Provide low noise cooling fan for rack
- h. Provide power distribution and switching at this rack

B. AC Power Conditioning for Equipment Rack:

1.1. Acceptable Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

- a. Surge-X SX 1120 RT

2.1. Salient Characteristics:

- a. Series mode surge suppression, Grade A, Class 1, with auto tracking dual polarity voltage limiter
- b. 20 amp rating
- c. Auto-tracking dual polarity voltage limiter
- d. Dual cascaded pulse inverters
- e. Magnetic shielded enclosure
- f. EM/RFI filtering
- g. Rack mounted

C. AC Power Uninterruptible Power Supply (UPS)

1. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. APC Smart-UPS 750 VA (baseline product)
  - b. Triplite
  
2. Salient Characteristics:
  - a. Sized for control system and matrix switches
  - b. 450 VA/280 W rating minimum
  - c. Rack mount: 1-2 RU rack mounting brackets
  - d. Overload indicator
  - e. Voltage requirements based on location of post
  - f. Additional automatic voltage regulation by other systems

D. Power Line Conditioner: Provide power line conditioner as recommended by intercom system manufacturer.

E. Miscellaneous Components: Provide components necessary to ensure complete system that operates in accordance with the performance standards, including, but not limited to, the following:

1. Hardware
2. Switches
3. Relay panels
4. Connectors
5. Cabling
6. Lamps
7. Terminal blocks
8. Wall plates
9. Mounting brackets

F. Black boxes or unidentified components are not acceptable unless approved by the COR during the submittal review process.

## **PART 3 – EXECUTION**

### **3.1. INSTALLATION**

#### **A. General:**

1. Installation includes setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly required herein which is necessary to result in complete operational systems.
2. Installation shall be in accordance with, but not limited to specifications and drawings provided by equipment supplier.

#### **B. Physical Installation:**

1. As per specifications and drawings provided by equipment supplier. Installation shall include firmly secure equipment in place unless requirements of portability dictate otherwise.
2. Provide adequate fastenings and support to support load from system with a safety factor of at least three times total load.
3. Secure boxes, equipment, and similar components plumb and square.
4. Consider operational efficiency and overall aesthetic factors in the installation of equipment and cable.

#### **C. Cable Installation:**

1. Mark cables, regardless of length, with wrap around number or letter cable markers at both ends. There shall be no unmarked cables at any place in the system. Marking codes used on cables shall correspond to codes shown on drawings and or wire run sheets.
2. Neatly strap, dress, and adequately support inter-rack cabling.
3. Furnish terminal blocks, boards, strips, or connectors for cables that interface with racks, cabinets, consoles, or equipment modules. Do not run audio cables directly to the audio patch panel jacks. Furnish audio patch panel with an audio terminal block; terminate audio cables to and from the audio patch panel on this block
4. Group cables according to the signals being carried. To reduce signal contamination, form separate groups for the following cables:
  - a. Power cables
  - b. Control, data cables

- c. Audio cables carrying signals less than 20 dBm
  - d. Audio cables carrying signals between 20 dBm and +20 dBm
  - e. Audio cables carrying signals above +20 dBm
5. Do not allow audio cables to run in the same raceway as video, computer video or power cables.
  6. As a general practice, run power cables, control cables, and high level cables on the left side of an equipment rack as viewed from the rear. Run other cables on the right side of an equipment rack, as viewed from the rear.
  7. Cut cables to the length dictated by the run. Splices in pull boxes are not permitted without prior permission of COR. For equipment mounted in drawers or on slides, provide interconnecting cables with a service loop of appropriate length.
  8. No cable with a bend radius less than that recommended by the cable subcontractor.

D. Connection Plate Receptacles:

1. Unless otherwise detailed herein, use the following types of panel receptacles on connection boxes, panels, plates, and wire ways:
  - a. Audio (microphone or line level) XLR3 type
  - b. Loudspeakers (70 Volt or Low Impedance) - Neutrik "Speakon" type

E. Cable Types:

1. Unless otherwise called for in these specifications and drawings, use the following cables or their approved equivalents in these systems:
  - a. Type 1: Canare L-4E5AT Audio: MIC/Line
  - b. Type 2: Belden 8477 Audio: For 16 & 8ohms program speakers
  - c. Type 3: Belden 8471 Audio: 70 V ceiling speakers
  - d. Type 4: Canare MR202-\*\*AT \*\* Pair audio multicore
2. Cut cables to the length dictated by the run, except video and pulse cables, which may need to be cut to an electrical length. Do not splice in pull boxes without prior permission of COR. For equipment mounted in drawers or on slides, provide interconnecting cables with a service loop of appropriate length.

3.2. GROUNDING

A. Procedures: To minimize problems resulting from improper grounding and to achieve maximum signal to noise ratios, adhere to the following grounding procedures:

1. General: Because of the great number of possible variations in grounding systems, it is the responsibility of the Contractor, to follow the practices below, and to deviate from these practices only when necessary to minimize cross talk and to maximize signal to noise ratios in the audio, video, and control systems.
2. System Grounds: Establish a single primary “system ground” for the systems in each particular area. Connect grounding conductors in that area to this primary system ground. Provide the system ground in the audio equipment rack for the area consisting of a copper bar of sufficient size to accommodate secondary ground conductors.
3. Connect the primary system ground bar to the nearest metallic electrical conduit of at least 50 mm in diameter using a copper conductor installed in a raceway, having a maximum of 0.1ohms total resistance. The Contractor is responsible for determining if the metallic conduit is properly electrically bonded to the building ground system.
4. Provide secondary system grounding conductors from all racks, audio consoles, and ungrounded audio equipment in each area to the primary system grounding point for the area. Each of these grounding conductors shall have a maximum of 0.1ohms total resistance.
5. Do not use the AC neutral conductor, either in the power panel or in a receptacle outlet, be used for a system ground; there are no exceptions.
6. Audio Cable Shields: Ground audio cable shields at one point only; there are no exceptions. For inter and intra rack wiring, the shield be connected at one end only. For ungrounded portable equipment, such as microphones, connect the shield at both ends but grounded at only one end.

### 3.3. SYSTEM PROGRAMMING

A. Programming: Fully brief COR on available programming options. Record COR's decisions and set up initial system program. Prepare a written record of decisions, implementation methodology, and final results.

### 3.4. FIELD QUALITY CONTROL

A. Manufacturer's Field Service: **Required to be a line item cost on proposal.** Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections. Report results in writing.

B. Contractor System Checkout: Before Acceptance Tests are scheduled; the Contractor shall perform his own system checkout. He shall furnish all required test equipment and shall perform all work necessary to determine and/or modify performance of the system to meet the requirements of this specification. This work shall include the following:

1. Test all audio and related systems for compliance with the Performance Standards.
2. Check all control functions, from all controlling devices to all controlled devices, for proper operation.
3. Adjust, balance, and align all equipment for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for all level controls, and record these settings in the "System Operation and Maintenance Manual".
4. Maintain documentation of all performance tests for reference by the contracting officer and the Consultant during the System Acceptance Tests.

C. Systems Acceptance Tests:

1. System Acceptance Tests will not be performed until the Contractor's System Checkout has been completed. The COR will monitor the System Acceptance Tests. These tests will consist of the following:
  - a. A physical inventory will be taken of all equipment on site.
  - b. The Contractor shall demonstrate the operation of all system equipment.
  - c. Both subjective and objective tests are required to determine compliance with the specifications. The Contractor is responsible for providing test equipment for these tests.
  - d. All final "as built" drawings, run sheets, manuals, and other required documents, as detailed herein, shall be on hand. Two complete sets of these documents shall be delivered to the COR at this time; one complete set shall have been delivered to the COR prior to the scheduling of Acceptance Tests.
  - e. In the event further adjustment is required, or defective equipment requires repair or replacement, tests may be suspended or continued at the discretion of the COR.

Performance test audio signal paths for Performance Standards Tests shall be, as an example but not limited to, the following:

- a. From all source inputs (for microphones, audio tape units, etc.) through all Mixers, ADA's, switchers, etc., to all signal destinations.
- b. Test all switches and sound levels and overall intelligibility.
- c. The delineation of the above signal paths shall not exempt the Contractor from the responsibility of checking all paths and outlets for appropriate compliance with the Performance Standards.
- d. During performance testing, all equipment shall be operated under standard conditions that are recommended by the manufacturer.

### 3.5. STARTUP SERVICE

- A. **Required to be a line item cost on proposal.** Engage a factory-authorized service representative to perform start-up service and initial system programming.
- B. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements.
- C. Complete installation and start-up checks according to manufacturer's written instructions.

### 3.6. ADJUSTING

- A. On-Site Assistance: **Required to be a line item cost on proposal.** Engage a factory-authorized service representative to provide on-site assistance in adjusting sound levels, resetting transformer taps, and adjusting controls to meet occupancy conditions.
- B. Occupancy Adjustments: At a time requested by the COR within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site outside normal occupancy hours for this purpose, without additional cost.

### 3.7. PROTECTION

- A. During the installation, and up to the date of occupancy, the Contractor shall protect the finished and unfinished work against damage and loss. In the event of such damage or loss, he shall replace or repair such work at no cost to the Government.

### 3.8. DEMONSTRATION

- A. Provide on the job training by an instructor who is fully knowledgeable in the design and operation of the system(s), to a minimum of four persons designated the COR, to instruct them in the operation and maintenance of the systems. In the event the Contractor

does not have qualified instructors on staff for certain sophisticated equipment, the Contractor at no additional cost shall provide a manufacturer's representative for such instruction. All training shall take place after the systems are operational, but before the acceptance tests. There shall be a minimum of 16 hours, divided into four sessions of training on the systems included in this specification.

### 3.9. REMOVAL OF THE OLD INTERCOM SYSTEM

The Contractor shall remove the currently installed intercom system. All parts shall remain property of the Government. The contractor shall be responsible for the disposal of the unusable cabling and ancillary materials.

## **PART 4 - DELIVERABLES AND INSTALLATION DUE DATES**

- 4.1 The Contractor shall deliver to the address set forth in PART 5 below the submittals required by PART 1, paragraph 2.4 not later than twenty-one calendar days after date of contract award. It is anticipated that Government review and comment/approval will be completed within two weeks of receipt of the drawings.
- 4.2 The Contractor shall deliver, install, perform field quality control, startup and adjusting at the address set forth in PART 5 below, all items set forth in and priced in PART 1, PART 2, PART 3 and continuation block 23 above of this contract not later than 60 calendar days from Government approval of the submittals addressed in paragraph 4.1 above.

## **PART 5 - PLACE OF DELIVERY AND INSTALLATION**

(a) The Contractor shall deliver the submittals addressed in paragraph PART 4, Deliverables and Due Dates, to the following addresses:

U.S. Embassy, Sofia  
#16 Kozyak St.  
Sofia, Bulgaria

(b) The Contractor shall deliver all items addressed above in II.(b) to the following address:

U.S. Embassy, Sofia  
#16 Kozyak St.  
Sofia, Bulgaria

## PART 6 – INSPECTION BY GOVERNMENT

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

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

### 6.1. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all installation, filed quality control, startup and adjusting services set forth in the scope of work.	PART 3	All required services are performed and no more than one (1) customer complaint is received per month.

### 6.2. 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.

### 6.3. STANDARD

The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

### 6.4. PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## **PART 7 - SECURITY**

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

Identity Cards - The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

## **PART 8 - STANDARDS OF CONDUCT**

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

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

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

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

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

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

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

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

## **PART 9 - PERSONNEL HEALTH REQUIREMENTS**

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases. **PART 10 - LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION**

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

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

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

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

### General Liability

(1) Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	<b>15,000.00 USD</b>
Cumulative	<b>30,000.00 USD</b>
(2) Property Damage, On or Off the Site, in US Dollars	

Per Occurrence	<i>15,000.00 USD</i>
Cumulative	<i>30,000.00 USD</i>

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

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) Any property of the Contractor,
- (b) Its officers,
- (c) Agents,
- (d) Servants,
- (e) Employees, or
- (f) Any other person, arising from, and incidental to, the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

(f) Workers' Compensation and Employer's Liability	
Workers' Compensation and Occupational Disease	As required by host country law
Employer's Liability	As required by host country law

## **PART 11 - ORDERING OFFICIAL**

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

## **PART 12 - CERTIFICATE OF INSURANCE**

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

## **END OF SCOPE OF WORK**

### **ATTACHMENTS:**

Attachment A: AV Line Diagram

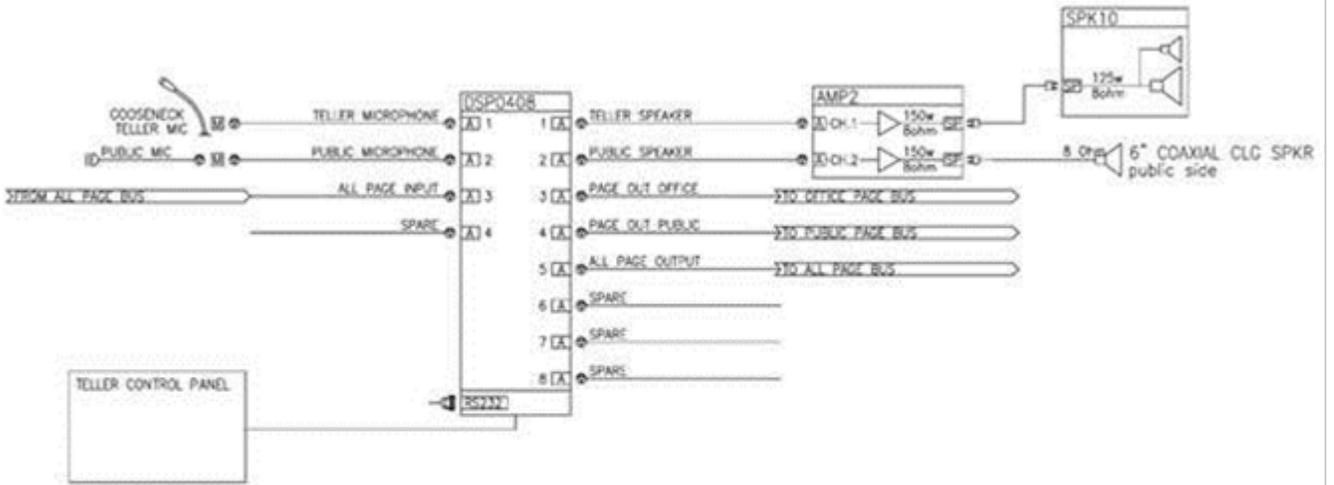
Attachment B: DSP Processing Selection Diagram

Attachment C: Section's Telecom Plan

Attachment D: Section's Ceiling Plan

Attachment E: Section's Electrical Plan

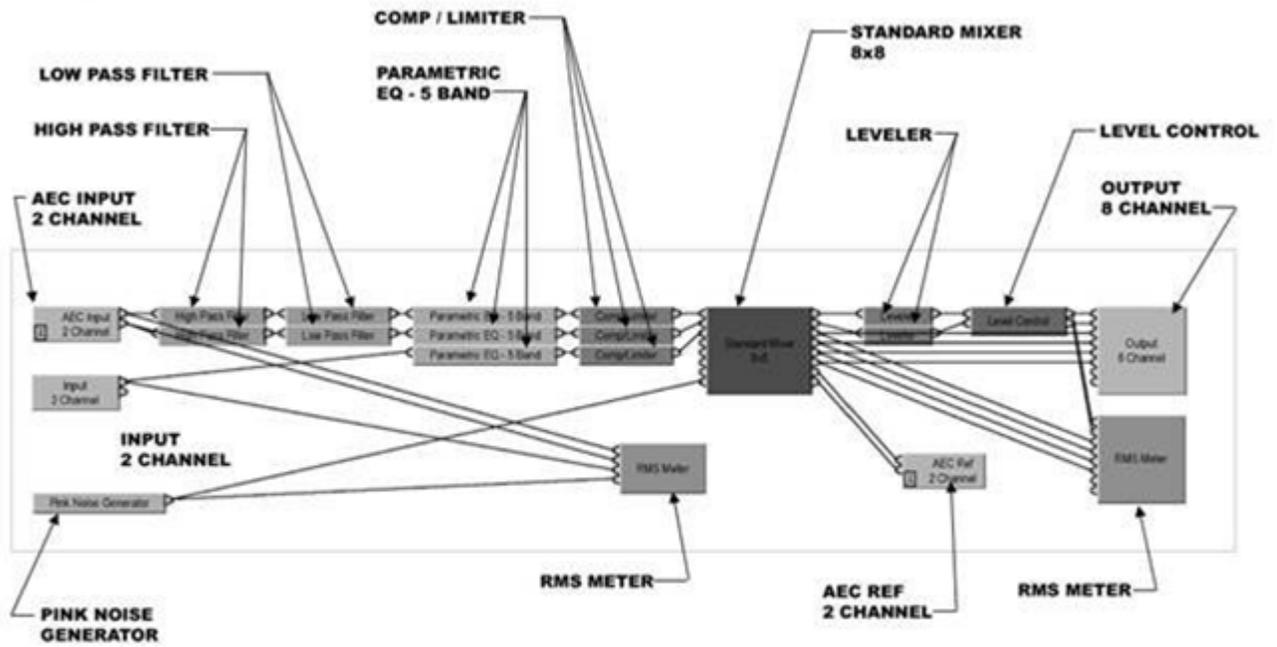
# ATTACHMENT A AV Line Diagram



AV LINE DIAGRAM  
TELLER WINDOW SCALE: NONE

# ATTACHMENT B

## DSP Processing Selection Diagram



DSP PROCESSING SELECTION DIAGRAM  
TELLER WINDOW      SCALE: NONE







## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).  
The following FAR clause is provided in full text:

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (JAN 2014)

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

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

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

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

\_X\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_X\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

- \_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_ (10) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_ (13) [Reserved]
- \_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- \_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- \_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (21)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_ (22) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (23) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

- \_\_ (24) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_ (25) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (26) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (27) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (28) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (29) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_X\_ (30) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (31) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_X\_ (32) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_X\_ (33) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_X\_ (34) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (36) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_ (39)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_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 Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- \_\_ (42)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#)

note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (Mar 2012) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Mar 2012) of [52.225-3](#).

\_\_\_ (iv) Alternate III (Nov 2012) of [52.225-3](#).

\_\_\_ (43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_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](#)).

\_X\_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_X\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (52) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

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

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

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

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

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

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

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

(End of clause)

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

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES  
ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.250-2	SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (IF ORDER IS FOR SERVICES TO BE PERFORMED OVERSEAS AND CONTRACTOR EMPLOYEES ARE COVERED BY DEFENSE BASE ACT INSURANCE) (APR 1984)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE  
OVERSEAS (IF ORDER IS FOR SERVICES TO BE PERFORMED  
OVERSEAS AND CONTRACTOR EMPLOYEES ARE NOT  
COVERED BY DEFENSE BASE ACT INSURANCE) (APR 1984)

THE FOLLOWING FAR CLAUSE IS PROVIDED IN FULL TEXT:

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

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:  
CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

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

(End of clause)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original and copies 16 Kozyak str, Sofia 1408, Bulgaria, in care of FMO, the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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


652.242-70 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 Facilities Engineer*.

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.

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.

### SECTION 3 - SOLICITATION PROVISIONS

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

#### **Addendum**

Each offer must consist of the following:

1. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Bulgaria 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.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. 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.
4. The offeror's strategic plan for the installation, filed quality control, startup and adjusting services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the

listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

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

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

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

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

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (DEC 2012)

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

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

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

unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Mr. Chris Karber**, at +359 2 937 5100. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

## SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, technically acceptable, responsible offeror. Proposals shall include a completed solicitation. Additionally, offerors shall comply with the instructions set forth in Exhibit A which address “(include statement in proposal)”.

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

Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

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

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

THE FOLLOWING FAR PROVISION IS PROVIDED IN FULL TEXT:

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

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

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

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and

Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

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

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

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

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

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

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

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

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

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

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

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall*

enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(i) General. The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon

whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the

offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

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

**Line Item No. Country of Origin**

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

[List as necessary]

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

Other Foreign End Products:

**Line Item No. Country of Origin**

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

[List as necessary]

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

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

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

Canadian End Products:

**Line Item No.**

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[List as necessary]

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

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

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

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

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

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

**Line Item No. Country of Origin**


[List as necessary]

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

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

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

Other End Products:

**Line Item No. Country of Origin**


[List as necessary]

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

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

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

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being*

acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
_____	_____
_____	_____

(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 Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

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

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

(End of provision)

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

**Note to Bidder/Offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.**

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

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

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

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

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

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

(End of provision)