

U.S. Consulate Montreal

Date: June 11, 2021

Dear Prospective Offeror:

SUBJECT: Request for Quotation (RFQ) – Building Automation System Preventative Maintenance

The U.S. Consulate in Montreal requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's Building Automation System (BAS). The vendor shall furnish all items required as listed in the pricing and detailed requirements section of this RFQ.

A site visit will be held on TBD at U.S. Consulate Montreal, 1134 St. Catherine St. Montreal, QC H3B 1H4. All prospective offerors will be invited to attend. For additional information or to arrange access to the building, **please contact Mike Leger at 514-865-4038** on or before TBD and provide the names of all individuals planning to attend the site visit.

For a proposal to be considered, you must also complete and submit the following

1. Standard Form (SF) 1449 Cover Sheet, page 1
2. Continuation to SF-1449
3. Section 5, Offeror Representations and Certifications

Electronic offers may be submitted with "Proposal 19CA4521Q0006 Attached" listed in the subject line to the following email address GSO_Montreal@state.gov on or before 4:00 P.M. EST on June 30, 2021. No electronic proposal will be accepted after this time.

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

*****For this procurement action, prospective offerors must be registered within the System for Award Management (SAM). Refer to the following link for details on the registration process:
<http://www.sam.gov>**

Questions regarding this solicitation should be submitted on or before June 22, 2021 to GSO Montreal at the following email address GSO_Montreal@state.gov

The Consulate appreciates your interest in this solicitation.

Sincerely,

Valerie Corradetti

Valerie Corradetti
GSO
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR9793655		PAGE 1 OF 66	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19CA4521Q0006	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Valerie Corradetti / Elias Koutavas				b. TELEPHONE NUMBER(No collect calls) 514-908-3711 / 514-908-3638	
8. OFFER DUE DATE/ LOCAL TIME June 11, 2021		8. OFFER DUE DATE/ LOCAL TIME June 30, 2021		8. OFFER DUE DATE/ LOCAL TIME NLT 4:00 P.M.			
9. ISSUED BY U.S. Consulate General Montreal General Services Office 955 1re Avenue Sainte-Catherine, QC J5C 1C5		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO:		Code		16. Administered by: Block 31			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Charleston Financial Management Center			
TELEPHONE NO:							
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTI		22. UNIT	
		Building Automation System (BAS) Preventive Maintenance Services for U.S. Consulate Montreal See Section 1, Schedule of Services (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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"/>	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (PRINT)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION 1 – THE SCHEDULE

1. DESCRIPTION OF SERVICES

1.1 This request is for technical services required for the proper care and maintenance of Building Automation Systems (BAS) for the U.S. Consulate located at 1134 St. Catherine St. in Montreal, Canada, in accordance with the Description/Specifications/Work Statement described under this contract.

1.2 This contract is for technical services only. This request precludes the requirement for the contractor to purchase materials or equipment for the BAS including, but not limited to, such items as control components, equipment replacements, cabling, software and computers or related elements. Provisions for such items, if they are deemed to be required, must be coordinated through the Contracting Officer's Representative (COR) where actions will be taken, through other contracting mechanisms, to acquire these components.

2. SCHEDULE OF PRICES

2.1 **All prices shall be submitted in CAD\$\$ Canadian dollars.**

2.2 The contractor shall complete all work, including providing all labor, tools, diagnostic equipment, and services, as called for and defined in "Section 1 – Continuation to SF1449, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT". The price shall include all labor, tools, overhead (including insurance required by FAR 52.228-4, Workers' Compensation), Defense Base Act and War-Hazard Insurance (which shall be a direct reimbursement), and profit.

2.3 The period of performance shall be one (1) year as of the date of the Notice to Proceed for the base contract year, with four (4) additional one (1) year option periods, to be exercised at the sole discretion of the Government.

2. This contract shall provide for four (4) BAS PM Site Visits per year for each year of the contract.

3. BAS PM Site Visits shall be equally spread out over the course of the contracted year.

a. All BAS PM Site Visits shall occur within the 365-day window.

b. Combining multiple site visits into a single site visit is not allowed.

c. The first BAS PM Site Visit must occur within 60 days of contract award / renewal.

d. Bi-Annual Site Visits: When two (2) BAS PM Site Visits are required per year, the second Site Visit shall occur roughly 180 days after the first Site Visit was completed.

e. Quarterly Site Visits: When four (4) BAS PM Site Visits are required per year, each Site Visit shall occur roughly 90 days after the previous Site Visit was completed.

f. The work shall be considered deficient if the Contractor fails to provide the required number of BAS PM Site Visits within the 365 days after contract award / renewal or fails to space out the BAS PM Site Visits in the manner described above.

2.4 The Contractor shall provide professional services, labor and materials on **a firm fixed-price basis**. In establishing the fixed price for the effort under this contract, the hourly rates for the required services shall be in accordance with fixed **fully burdened** hourly labor rates. The fixed hourly rates shall include wages, overhead, G&A, profit and all employee fringe benefit, such as retirement, withholding for FICA and taxes, unemployment, workman's compensation and union dues (as applicable). The total on-site work time included in the contract shall be limited to 32 workhours to be distributed and

coordinated as necessary in Four visits per year in order to perform all the work included in this SOW.

2.5 The Contractor shall furnish all equipment, supervision, labor, supplies, services necessary comply with all U.S. OSHA standards, laws, and regulations as specified in the Contract Documents. All work shall be subject to the terms and conditions of this contract. The Contractor shall also furnish all equipment, supervision, labor, supplies, services, and materials necessary to perform the work required for the proper preventative maintenance efforts identified in “Section 1 – Continuation to SF1449, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT”. The cost proposal will include the following details for the base year and the option years:

2.5.1 **Base Year:** The Contractor shall provide the services shown below for the base period of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits per year	Unit Price / Service (\$)	Total per year (\$)
001	BME Services	BAS PM	4		
	Total Base Year				

2.5.2 **Option Year 1:** The Contractor shall provide the services shown below for Option Year 1 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits per year	Unit Price / Service (\$)	Total per year (\$)
101	BME Services	BAS PM	4		
	Total Option Year 1				

2.5.3 **Option Year 2:** The Contractor shall provide the services shown below for Option Year 2 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits per year	Unit Price / Service (\$)	Total per year (\$)
201	BME Services	BAS PM	4		
	Total Option Year 2				

2.5.4 **Option Year 3:** The Contractor shall provide the services shown below for Option Year 3 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits per year	Unit Price / Service (\$)	Total per year (\$)
301	BME Services	BAS PM	4		
	Total Option Year 3				

2.5.5 **Option Year 4:** The Contractor shall provide the services shown below for Option Year 4 of the contract over a period of 12 months.

CLIN	Description	Type of Services	No. of Service Visits per year	Unit Price / Service (\$)	Total per year (\$)
401	BME Services	BAS PM	4		
	Total Option Year 4				

2.5.6 **Pricing Detail:** The unit pricing provided for each CLIN shall be supported with cost details, as follows:

- (a) Labor hours
- (b) Labor category
- (c) Burdened labor rates (see Section 2.5.7)
- (d) Estimated travel costs including airfare, hotel, per diem, and other allowed reimbursable expenses.

2.5.7 **Labor Rates:** In addition to the Fixed Price contract items identified above, the cost proposal shall include a schedule of proposed fully burdened labor rates (as described in Section 2.3) for the base and each option year. These labor rates will be used, at the discretion of the Contracting Officer's Representative (COR), for potential pricing negotiations of related work that may be outside the scope of this contract effort but deemed advantageous to the Government in terms of expedient execution.

2.5.8 GRAND TOTAL

Base Year Total --	\$ _____
Option Year 1 Total --	\$ _____
Option Year 2 Total --	\$ _____
Option Year 3 Total --	\$ _____
Option Year 4 Total --	\$ _____
GRAND TOTAL:	\$ _____

2.6 DELIVERABLE ITEMS AND PRICES

B.4.1 The Contractor shall, upon receipt of a duly executed contract, perform all services as required in this contract and such further requirements as may be required to adequately maintain the BAS. The Contractor shall complete all work and services under this contract within the period specified. Subsequent contract terms which extend beyond the Base year will be extended at the sole discretion of the Government. The Contractor will not proceed with option year services unless officially authorized by the CO.

2.7 COST OF SUPPLIES

2.7.1 The cost of any supplies required in conjunction with the services rendered herein shall be included in the proposed firm fixed price unless otherwise noted.

2.8 GOVERNMENT-FURNISHED PROPERTY

2.8.1 The Government will not make available to the Contractor any Government furnished property, except as may be stated elsewhere in this document.

2.9 PRICES

2.9.1 The burdened hourly labor rates requested in Section B.2 will be established for this contract. These rates are the maximum rates allowable under the contract for United States based personnel performing services in the listed disciplines. These rates will be used for any professional services that are included in "Section 1-Continuation to SF1449, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT" and may apply to work outside the scope of this contract, except where local labor is acceptable and available at reduced rates. Rates for local labor shall be established in the cost proposal.

2.9.2 If any subcontractors are utilized, they shall provide the required disciplines necessary to properly execute the defined PM efforts.

2.9.3 Subcontracted Providers of services, if utilized, must be identified. If no Subcontract Provider is identified, the Contractor will provide these services with the in-house resources of the Contractor.

Continuation/Addendum to SF-1449
RFQ Number 19CA4521Q0006
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. STATEMENT OF WORK

C. BUILDING AUTOMATION SYSTEMS TO BE SERVICED

1. Building Automation Systems (BAS) installed at Post: The Contractor shall maintain the Building Automation System(s) in a safe, reliable, and efficient operating condition. The following information provides a rough summary of each BAS that is to be serviced. NOTE: Quantities listed below in sections [C.1.a], [C.1.b], and [C.1.c] are estimates and the Contractor must verify quantities during the initial Site Visit.

a. BAS #1 (GWA & PAA)

- 1) Manufacturer of the BAS: **Delta Controls distributed by Regulvar**
- 2) Name of BAS Product Line: **Delta Controls**
- 3) BAS Software Name and Version Number: **ORCAview – DOW-340**

- 4) BAS Communication Network Type(s) Used: **BACnet & Lonworks**
- 5) Type and Quantity of BAS Components Installed:

- a) Operator Work Stations (OWS): **[4]**
- b) Building Controllers (BC): **[4]**
- c) Advanced Application Controllers (AAC): **[6]**
- d) Application Specific Controllers (ASC): **[300]**

6) Estimated Quantity of Hardware Points in BAS:

- a) BC and AAC Points: **[600]**
- b) ASC Points: **[1920]**

2. Equipment Controlled and/or Monitored: The following is a rough summary of the types and quantities of equipment controlled and/or monitored at Post by BAS. NOTE: Quantities listed below are estimates and the Contractor must verify quantities during initial Site visit.

a) Chilled Water System (Primary/Secondary Variable Flow Type):

- (1) Water Cooled Chillers – **Quantity 1**
- (2) Primary Chilled Water Pumps – **Quantity 1**
- (3) Secondary Chilled Water Pumps – **Quantity 1**
- (4) Condenser Water Pumps – **Quantity 1**
- (5) Cooling Towers – **Quantity 0**
- (6) Water Treatment Systems – **Quantity 0**
- (7) Heat Exchanger – **Quantity 0**

(b) Backup Chilled Water System (Primary Constant Flow Type):

- (1) Air Cooled Chiller – **Quantity 0**
- (2) Primary Chilled Water Pumps – **Quantity 0**
- (3) Water Treatment System – **Quantity 0**

- (c) Heating Hot Water System (Primary/Secondary Variable Flow Type):
 - (1) Boilers – **Quantity 0**
 - (2) Primary Heating Hot Water Pumps – **Quantity 0**
 - (3) Secondary Heating Hot Water Pumps – **Quantity 0**
 - (4) Water Treatment System – **Quantity 0**

- (d) Air Handling Units – **Quantity 9**
- (e) Terminal Units (Single Duct Cooling Only) – **Quantity 63**
- (f) Terminal Units (Single Duct w/Hot Water Reheat) – **Quantity 0**
- (g) Fan Coil Units (Four Pipe) – **Quantity 9**
- (h) Unit Heaters (Hot Water Type) – **Quantity 0**
- (i) Computer Room Air Conditioning Units (Cooling Only) – **Quantity 4**
- (j) Domestic Water Filtration System (Monitoring Only) – **Quantity 0**
- (k) Fuel Oil System (Monitoring Only) – **Quantity 0**
- (l) Domestic Water Treatment System (Monitoring Only) – **Quantity 0**
- (m) Fire Alarm System (Interlocks & Monitoring Only) – **Quantity 0**

***Instructions: Identify the buildings where BAS are installed (Examples: Chancery, MSGQ, GSO Warehouse, Office Annex, etc.) and indicate the manufacturer and product line names of the BAS installed in each building. The following [text] is an example of the information that needs to be provided. Please tailor the section below to suit the actual conditions at Post. ***

3. Building where BAS are Installed: The following building at Post utilizes BAS:

a. Consulate Building: **Delta Controls- ORCview**

D. BAS PREVENTATIVE MAINTENANCE (PM) SERVICES

1. General: The Contractor shall perform BAS Preventative Maintenance services for the Building Automation Systems indicated. Provide the necessary investigative services to ensure BAS controls are working as designed and in accordance with documented operating sequences. BAS PM Services shall include, but are not limited to, the following tasks.

2. Scheduling: Upon being awarded a Contract the Contractor shall develop a PM Service Activity Schedule.

a. The Contractor shall indicate which PM Activities will be performed at each site visit.

b. The schedule shall cover a five (5) year period so that the schedule can properly address tasks that are to be spread out over this time frame.

c. As a supplement to the schedule, the Contractor shall include a PM Service Activity Description List which will provide a detailed description of each PM activity, including the means and methods by which the Contractor intends to perform each PM activity.

d. See section "H. PRE-TRAVEL DELIVERABLES" for further requirements.

3. Checklist Development:

- a. For the first BAS PM Site Visit to Post the Contractor shall utilize generic PM Checklists that the Contractor has previously utilized in the performance of their trade.
- b. During the site visit the Contractor shall collect data on the existing BAS(s) at Post and the associated equipment being controlled. This data shall be used to create site specific PM checklists for use in future BAS PM Site Visits.
- c. After the completion of the Contractor's first BAS PM Site Visit, the Contractor shall create site specific Checklists for each BAS and the equipment controlled and/or monitored by each BAS. These Checklists shall be developed from existing As-Built Data; Operation & Maintenance Data; Set Point Data; Time Schedule Data; and any other data relevant to the PM effort found at Post. This data shall be reviewed by the Contractor to determine the operational baseline requirements that will be used in the Checklists.
- d. All future BAS PM Site Visits shall utilize the site-specific Checklists. These Checklists will be used by the Contractor when Preventative Maintenance is performed to verify the Building Automation Systems are functioning as originally intended.
- e. There shall be one Checklist provided for each system controlled and/or monitored by a BAS.
- f. See section "H. PRE-TRAVEL DELIVERABLES" for further requirements.

4. Implementation: The Contractor shall perform BAS PM Services at the frequencies indicated in the PM Service Activity Schedule using the site-specific Checklists developed for the equipment and systems called out in the Contract. The Contractor's technician shall sign off on every item of each checklist when the associated PM is performed.

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

- a. Check BAS Communication Network: Validate the network connectivity of all BAS controllers, Operator Workstations (OWS) (desktop and laptop computers), Servers, and Network components (repeaters, switches, hubs, etc. ...). Investigate and remediate any issues found.
- b. Confirm Time Schedules: Review existing time schedules and validate correct operation based on actual time of day and facility occupancy. Adjust time schedules as needed to reflect the actual occupancy patterns of the buildings at Post.
- c. BAS Investigation and Troubleshooting: The Contractor shall provide investigation and troubleshooting services for issues related to the BAS as required in this Statement of Work or as requested by the Facility Manager at Post during a PM Services site visit.

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

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

d. BAS Trend and Alarm Configuration: The Contractor shall review the BAS Alarm History and Trend log files. Any problems noted from this review shall be investigated.

1) The Contractor shall validate the correct reporting of alarms and verify that the correct codes and messages are being reported.

2) If no trends or alarms are configured in the BAS, the Contractor shall coordinate with the Facility Manager and configure the trends and alarms desired by the Post.

3) Archive data as necessary to free up hard drive space on the BAS OWS / Server for future

trend and data storage.

e. BAS OWS Graphics: The Contractor shall confer with the Facility Manager after reviewing the BAS OWS graphics and trend logs to determine if any modifications are desired to the presentation of information. Minor changes to improve graphics and reports shall be implemented as needed.

f. Review of Post's Spare Part Inventory: The contractor shall review the Post's spare part inventory during each PM Site Visit and determine what parts need to be procured by Post and update the Spare Part Schedule. See "I. POST-TRAVEL DELIVERABLES" in this statement of work for additional requirements.

g. BAS Backup Retention: The Contractor shall, at the end of each site visit, create a current backup of the data, programming, graphics, settings, license files, and any other files necessary to restore a controller, Operator Workstation (OWS; Desktop or laptop computer) or Server for each BAS installed at Post.

1) Each backup shall be configured to allow Facility Maintenance staff to recover the associated BAS in the event there is a BAS failure.

2) Step by step instructions on how to recover a controller, OWS or Server shall be included with each BAS backup.

h. User Account Retention: For each BAS OWS and Server at Post the Contractor shall:

1) Create an Administrator level user account called "BAS Support" in the Operating System, the BAS software and the encryption software. The account shall be configured in such a manner that it cannot be deleted by an account that does not have administrator rights. The Contractor will utilize a random password generator to create a password for this account. This step can be skipped if the "BAS Support" user account already exists.

2) Create a listing of the user accounts that exist within each BAS. The Contractor shall create tables listing the Operating System user accounts, BAS user accounts and encryption software user accounts that exist within each BAS OWS and/or Server that are used to access each BAS at Post.

3) If there are user accounts that are generic in nature, the Contractor shall also gather the passwords associated with these generic accounts. The Contractor will not attempt to gather password information for user accounts that are set up for specific individuals.

4) Separate tables shall be created for each BAS OWS / Server. The associated BAS OWS / Server shall be identified, and the designation included with the following information:

a) The Operating System User Account tables shall contain the following information. These tables shall include the following four (4) columns.

- i. User Account Name
- ii. Name of Person Associated with the User Account
- iii. User Account Password (if applicable)
- iv. Type of User Account (Administrator, Standard User, etc....)

b) The BAS User Account tables shall contain the following information. These tables shall include the following four (4) columns.

- i. User Account Name
- ii. Name of Person Associated with the User Account
- iii. User Account Password (if applicable)

- iv. Type of User Account (Administrator, Standard User, etc....)
- c) The Encryption Software User Account tables shall contain the following information. These tables shall include the following three (3) columns.
 - i. User Account Name
 - ii. Name of Person Associated with the User Account
 - iii. User Account Password (if applicable)
- i. Updated BAS As-Built and BAS Operation & Maintenance Manual Documents: When work is performed which modifies the existing BAS hardware / software configuration and/or programming, the Contractor will be responsible for providing updated As-Built and O&M Manual documentation to accurately reflect the new state of each BAS at Post.
 - 1) Modifications shall be made to reflect any changes made to the Sequences of Operation by the Contractor and any permanent changes to the Sequences of Operation discovered by the Contractor but not previously documented.
 - 2) Modifications shall be made to reflect any physical changes made to the BAS, to include but not be limited to wiring changes, changes to controller configurations, addition or removal of points, etc....
 - 3) Any new BAS Software and/or Hardware Licenses associated with the work performed shall be provided. Licenses shall be fully documented, and information provided in a manner that allows Post to work directly with the BAS manufacturer.
 - 4) In cases where BAS CAD As-Built Drawings are not available, the Contractor shall produce BAS CAD Drawings for only the drawings that are affected by the work performed. PDFs of these modified drawings shall be inserted into the existing BAS As-Built drawings to replace the outdated drawing pages.
 - 5) O&M Manual data shall be provided for any BAS equipment installed as part of this work. A PDF of the Original O&M Manual shall be altered to remove components that are no longer used. O&M information for components added shall be appended to the O&M Manual.
- 6. Annual PM Activities: At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this statement of work that tasks noted here which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.
 - a. Panel, Controller and Wiring Inspection:
 - 1) Physically inspect all field panels and controllers for damage, excessive dirt or moisture and clean/vacuum as necessary.
 - 2) Verify proper voltage at all control transformers.
 - 3) Inspect all connections, wire raceways in panels and wire arrangements. Remove any abandoned devices and wiring and update panel diagrams as may be necessary to reflect current arrangements and configurations.
 - 4) Verify condition of local battery / UPS that may be connected to the panel power source.
 - b. Confirmation of Sequences: The Contractor shall review the operation of BAS controlled equipment / systems and confirm that the functionality corresponds with the As-Built Sequences of Operation. When equipment / systems do not operate as described in the sequences the, Contractor shall review the associated programming, sensors, wiring, etc... and determine the cause.

1) The Contractor shall consult with Facility Maintenance personnel and the Facility Manager to determine if functionality that does not correspond with the sequences is legitimate or if it is a deficiency that needs to be corrected.

2) If it is determined that the functionality discovered is not correct, the Contractor shall make adjustments and modify programming as needed to reinstate the functionality described in the As-Built Sequences of Operation.

c. Review of Post's Expendable Sensors / Equipment: Parts for which product data indicates there is a defined operating life expectancy shall be tracked and scheduled for replacement at the time intervals recommended by the manufacturer. For HVAC applications these will typically include Humidity Sensors, Carbon Monoxide Sensors, Carbon Dioxide Sensors, UPS Batteries, etc... There are other specialty parts that can fall under this category. See "I. POST-TRAVEL DELIVERABLES" in this statement of work for additional requirements.

d. BAS Evaluation: For each BAS at Post, review the system and provide an assessment of and recommendations with regard to the condition, level of functionality, age, possible obsolescence, possible need for upgrades or replacement, etc.... of all or any portion of the system.

1) BAS Software Assessment: The Contractor shall review the BAS software installed on the BAS OWS and/or Servers to determine if the software is in need of an upgraded.

a) If the software needs to be upgraded it shall be ascertained if upgrading the software is possible with the current operating system / computer combination.

b) BAS Software that is not of the most current version is not considered in and of itself a justification for upgrading the software. Other factors justifying the need for an upgrade must be presented. Supporting information justifying the recommendation shall be provided.

c) A description of the effort involved, and a cost estimate shall be provided if the software needs to be upgraded.

2) BAS OWS / Server Assessment: The Contractor shall review the condition of the BAS OWSs and/or Servers to determine if the hardware is in need of being upgraded or replaced. A description of the effort involved, and a cost estimate shall be provided if the hardware needs to be upgraded or replaced.

3) Missing BAS OWS: Under circumstances where a BAS OWS is found to be missing (typically a laptop computer) the Contractor shall determine what hardware / software is needed. A description of the effort involved in providing the missing BAS OWS and a cost estimate, shall be provided if a BAS OWS is needed at Post.

4) BAS Controller Assessment: The Contractor shall review the various models of BAS controllers installed and determine if any of the controllers are obsolete, are no longer available from the manufacturer and/or are no longer supported by the manufacturer.

a) Documentation from the manufacturer that clearly indicates one of these conditions exists shall also be provided.

b) A description of the effort that would be involved and a cost estimate for this effort shall be provided if the controller(s) needs to be updated or replaced.

c) Work of this nature will not be considered by the COR if supporting documentation from the manufacturer is not provided.

e. BAS Inventory Retention: While at Post performing PM services, the Contractor shall take inventory of each existing BAS. BAS Inventory data collection shall be performed once, during the initial

site visit. The BAS Inventory shall be updated during subsequent PM site visits and resubmitted if it is found that changes have been made that affect the inventory data. The intent of this requirement is to take a full inventory of each installed BAS and to document all of the programming and physical hardware points in each BAS

1) Inventory data collection for each BAS shall include the following information. Separate inventory data collection documents shall be provided for each BAS:

a) The quantity and locations of BAS OWS / Servers and the software installed on each of these OWS / Servers. (Operating System, BAS software, production software, encryption software, etc...)

b) The locations of each OWS, Server, Hub, Router, Switch, Repeater, Building Level Controller and Supervisory Level Controller, shall be shown on sanitized floor plans. If CAD drawn floor plans are not available, it is acceptable to show this information on a scanned copy of the floor plan drawings.

c) A table providing the following details about the BAS. This table shall include the following five (5) columns:

- i. Name of Manufacturer
- ii. Name of Product Line
- iii. The Model of each type of controller installed
- iv. The Part Number of each type of controller installed
- v. The quantity of each type of controller installed

d) A table providing the following details about the Equipment and Systems monitored and/or controlled by the BAS. This table shall include the following two (2) columns:

- i. Type of Equipment / System controlled /monitored
- ii. The quantity of each type of Equipment / System installed

2) The Contractor shall generate a document containing a database printout of the BAS programming, points, and other settings for each controller. This will be done using the built-in functionality of the associated OWS / Server. An individual printout shall be provided for each controller.

f. BAS As-Built and Operation & Maintenance Manual Document Retention: The Contractor shall coordinate with the Facility Maintenance Staff at Post to find the existing BAS As-Built and O&M Manual documentation for each BAS installed at Post. As Built and O&M Manual documentation retention shall be performed once, after the initial site visit has been completed.

1) If electronic media versions of these documents exist at Post, the electronic media versions of the documentation shall be copied.

2) If no electronic media versions of this documentation are available at Post, the Contractor shall scan hard copies of this documentation to create electronic media for submission.

7. Planned Out Five (5) Year PM Activities: At a minimum, the following PM Service activities are required to occur at least once over the five (5) year span of the BAS PM Service Activity Schedule. It is the intention of this statement of work that tasks noted here shall be broken up evenly to occur over multiple site visits, over the duration of five (5) years.

a. Sensor, Operator and End Device Point-to-Point Checkout: Hardware points in the BAS shall

be verified against actual field conditions once every five (5) years of service life.

1) This checkout shall verify that each hardware point indicated in the BAS is the actual physical point connected to the controller, that the point is functioning properly and that the point is shown / labeled correctly on the appropriate graphic screens.

2) Any discrepancies shall be investigated, and adjustments made as necessary so that all sensors monitored, and devices controlled by the BAS match the associated hardware points indicated in the BAS and provide the desired functionality.

b. **Sensor, Operator and End Device Calibration:** The calibration of hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life.

1) Where sensors, operators and other end devices are capable of being adjusted, the Contractor shall perform the calibration.

2) Sensors shall be calibrated to within the accuracy range stated in the associated manufacturer's literature.

3) Operators and other end devices shall be adjusted so that the BAS output signal corresponds to operator's or end device's full control range.

4) Where sensors, operators and other end devices are not capable of being adjusted, the Contractor shall note the deviation between actual and measured value for sensors and between actual output function and commanded signal.

a) The Contractor shall use calibrated instrumentation with a higher accuracy than the sensor, end device or operator being calibrated.

b) Calibrated instrumentation used shall have been certified by an independent calibration agency within one (1) year of the dates used.

8. **Manufacturers' Recommended PM:** It is the responsibility of the Contractor to perform all BAS Manufacturers' recommended PM. This shall be completed in addition to the tasks listed above if there are any discrepancies between what is required by this statement of work and the Manufacturers' recommended PM.

9. **Deficiency Reporting:** Any and all problems, issues, failures, etc... related to the BAS and/or the equipment / systems controlled and/or monitored by the BAS, discovered by the Contractor while performing any of the PM Services described within the "D. BAS PREVENTATIVE MAINTENANCE (PM) SERVICES" section of this Statement of Work shall be considered Deficiencies. All Deficiencies (open or closed) shall be documented in the PM Report, following the criteria described in "I. POST-TRAVEL DELIVERABLES".

E. EXCLUSIONS, PURCHASE ORDERS AND MODIFICATIONS

1. **Exclusions:** This Statement of Work does NOT include the repair of equipment, the replacement or procurement of parts, controllers or computers, the replacement of BAS systems, software upgrades or re-commissioning of the BAS. This exclusion does not apply if the work (parts and/or services) is to correct damage caused by Contractor negligence.

2. **Purchase Orders and Modifications:** Work outside the scope of PM Services must be approved by the COR prior to performance of the work. The Contractor shall prepare a proposal, including pricing and scope of work, for Non-PM Service work and submit it to the Government for approval and acceptance as a separate Purchase Order or as a Modification to the Contract.

a. The Government shall accept, reject, or defer action on the Contractor's proposal for work outside the PM Services statement of work and reserves the right to obtain similar work from other competitive sources.

b. When a proposal from the Contractor to perform work outside the scope of PM Services is approved by the Contracting Officer (CO), the Government will issue a Purchase Order or a Modification to the Contract for the additional work. Work is not authorized to proceed until the date so indicated in the Purchase Order or the Modification to the Contract.

c. The Contractor shall coordinate this additional work with the PM Service work to achieve logistic efficiencies. In addition to the requirements described elsewhere in this statement of work, the following requirements will also apply:

1) The Contractor shall be required to provide a Submittal for review to the COR. The submittal shall clearly describe in detail repairs and/or modifications being made and shall include control drawings, product data and Sequences of Operation as applicable to the work being done. Work will not proceed without approval of the Submittal by the COR.

2) The Contractor shall procure parts (including controllers and computers) and/or software required to perform the additional services defined in the approved proposal and arrange for shipping that will allow for the arrival of parts at Post prior to the dates scheduled for the associated PM Service site visit. These additional works / services will be provided as part of an upcoming, regularly scheduled PM Service site visit.

3) Non-PM Service work being provided as part of a Purchase Order or a Contract Modification shall be thoroughly tested by the Contractor and functionality demonstrated to a Government designated representative (COR or Facility Manager as project conditions require.) Depending on the scale and scope of the work, Commissioning may also be required by the Purchase Order / Contract Modification.

4) The Contractor shall warrant all parts, labor, installation, modification, and other services provided by a Purchase Order or a Contract Modification for a period of one (1) year from the date of acceptance by the COR.

a) The warranty shall guarantee that the work performed, and any parts provided function as intended.

b) The warranty shall guarantee that the portions of the BAS that were worked on function after the work is completed.

c) The warranty shall guarantee that the work is complete and that the intent of the Purchase Order or Contract Modification was achieved.

d) The Contractor shall provide technical support by telephone throughout the warranty period.

e) The Government reserves the right to make changes to the BAS during the Warranty Period. Such changes do not constitute a waiver of warranty. The Contractor shall warrant parts and installation work regardless of any such changes made by the Government, unless the Contractor provides clear and convincing evidence that a specific problem is the result of such changes to the BAS.

d. If the Contractor proceeds to perform any work without Government approval, the Contractor will be performing this work "At-Risk", and the Government will not be obligated to pay for this work. Furthermore, the Contractor shall fix, repair, or replace, at the Government's sole discretion, any systems adversely impacted by unauthorized work.

3. Travel Extensions: If, while at Post, it is determined by the COR, in concurrence with the Contractor, that extending the time the Contractor is at Post is needed to provide non-PM Services, the COR can authorize the extension and provide the Contractor with a Purchase Order for the additional effort.

F. GENERAL DELIVERABLE REQUIREMENTS

1. General: The Contractor shall be responsible for producing schedules and documenting work and activities performed while on site. The deliverables required by this statement of work shall be submitted to the Post Facility Manager / COR at Post and also to OBO/CFSM/FAC/PS - "BAS Support" for review and approval as well as record keeping purposes. Failure by the Contractor to provide submissions to either party will result in a delay of payment. This information will also be used by OBO to assist in making decisions concerning the funding of other work, as recommended by the Contractor.

- a. Two (2) sets of Deliverable disks(s) shall be created.
- b. One (1) set of Deliverable disks(s) shall be submitted by the Contractor to the Post Facility Manager.
- c. One (1) set of Deliverable disks(s) shall be submitted by the Contractor to OBO/CFSM/FAC/PS - "BAS Support".

2. Document Creation, Classification and Handling Requirements: Each submission shall consist of the appropriate documentation as required herein.

a. Drawings and other documents prepared for or used for this work shall become the property of the Government. The Government reserves the right to reproduce, in part or whole, the deliverables for internal Government purposes.

b. Deliverables shall be prepared after each PM site visit has been completed. It is not acceptable for the Contractor to spend time at Post preparing reports and other deliverables. Information required to create deliverables shall be generated / gathered while at Post and utilized by the Contractor to create the required deliverables after the trip has been completed.

c. All Contractor deliverables shall be provided as electronic media. No paper deliverables are required.

- 1) Electronic media shall be provided to the Government on read-only CD and/or DVD disks.
- 2) Multiple deliverable items shall be provided on individual CD or DVD disks when possible, to reduce the number of disks required to create the deliverable.
- 3) USB thumb drives or other forms of removable, re-writeable media are not allowed.
- 4) Each individual deliverable shall include a Transmittal Number for tracking purposes. The Transmittal Numbers shall be formatted XXXXXXXXXXXXXX-YYY (Rev Z):

a) XXXXXXXXXXXXXX represents the Contract Number which the deliverable is associated with.

b) YYY represents the deliverable number. This number increases for each new deliverable provided for review and approval.

c) Z is the revision number for the deliverable in question. This number will increase when a deliverable has been resubmitted, provided for review and approval more than one (1) time.

d) Example: SAQMMA18D2948-003 (Rev 1). This would be a deliverable associated with Contract SAQMMA18D2948; 003 indicates that this is the third unique deliverable provided for review and approval; (Rev 1) Indicates that this is the second time this deliverable has been provided for review and approval.

d. The CDs and/or DVDs on which deliverables are provided shall be labeled with computer

generated labels as indicated below. CDs or DVDs which are submitted without a proper label, that have no label, or are labeled by hand will be rejected without review.

- 1) The Post location
- 2) The Contract numbers
- 3) The Contractor's name
- 4) The Transmittal Number associated with the deliverable
- 5) The date when the deliverable was created
- 6) The classification marking.
- 7) The name(s) of the deliverable(s) that has (have) been burned onto the disk.
- 8) When multiple deliverables are provided on a single disk, the deliverables shall be included in dedicated directories which have been named appropriately for each deliverable being submitted. A document shall be included in the root directory which provides a list of the deliverables included in each directory.

e. Electronic media documentation shall be submitted in the form of searchable PDF files. These documents shall also be submitted in their native file formats (AutoCAD, Word, Excel, Power Point, Project, etc...).

- 1) Any new documents generated using Microsoft Office products shall be submitted utilizing Microsoft Office file formats that are backwards compatible with Office 2010.
- 2) Any new drawings included in the documentation provided shall be submitted utilizing the AutoCAD file format (*.dwg files) and shall be backwards compatible with AutoCAD 2013.
- 3) Execution Schedules provided shall be submitted utilizing the Microsoft Project file format (*.mpp files) and shall be backwards compatible with Project 2010.
- 4) The quality of electronic media prints and plots will, at a minimum, be 600 dpi.
- 5) All new documentation shall be provided in the English language.
- 6) All new documents shall include a Table of Contents. The Table of Contents shall include all sections of the document and any addendums included with the document.
- 7) The pages in all new documents shall be numbered. The numbering in the associated Table of Contents shall be coordinated to ensure the correct page numbers are used.
- 8) Numeric values shall be provided in both Imperial and Metric units of measurement.
- 9) The files associated with each BAS Backup created shall be compressed into the standard ZIP file format. Each ZIP file will contain all of the files and directories associated with the BAS Backup created.

f. New drawings, if required, will be set up in accordance with OBO A&E Design Guidelines and Criteria. Drawings will be set up to plot on 11" x 17" media.

G. EXECUTION SCHEDULES

1. General: The Contractor shall submit to the COR and the Post Facility Manager an Execution Schedule (ES) for review. The ES will provide a reference plan of execution for the contract, forecast final PM completion, and assure coordination of the work between Post, the Contractor's staff / personnel and all other parties associated with the work.

2. The ES shall include the following tasks and milestones:

- a. Contract Award
- b. Creation / Monthly Update of Execution Schedule
- c. Submission, Review and Approval of New / Updated Execution Schedule
- d. Creation of Pre-Travel Deliverables
- e. Submission, Review and Approval of Pre-Travel Deliverables
- f. Start of each Site Visit
- g. End of each Site Visit
- h. Creation of Post-Travel Deliverables for each Site Visit
- i. Submission, Review and Approval of Post-Travel Deliverables for each Site Visit.
- j. Annual Contract Renewal
- k. Contract Completion

3. The schedule shall include each task, specifically linked together in a logical manner, which clearly identifies the critical path of the work.

4. The schedule shall be broken down to the task and activity level for all activities required by the contract. The schedule shall include all milestone activities (i.e., scheduling of Site Visits, submittal preparation starts and completion, etc...). The schedule shall include the following information for each broken out activity: activity description, activity duration in hours, early start and finish dates, late start and finish dates, activity duration and a unique activity identifier for each activity. The schedule shall be scaled by weeks or as requested by the COR and shall fully disclose all activities (i.e., no roll-ups or summations).

5. The schedule shall include in the header field the contract number, contract name, and Post name. The schedule shall also include a datum indicating the date on which the schedule was base lined. For subsequent schedule submissions the datum shall reflect the date the schedule was revised.

6. In addition, the Contractor shall indicate in the schedule the dates of activities that could interfere with, disrupt, or otherwise impact Post operations:

- a. Outages
- b. Access to Restricted Areas
- c. Start / End Dates on Site
- d. Post Briefings

7. The Contractor shall update the ES on a monthly basis. The updated ES shall incorporate updated schedule changes and actual progress of the work.

H. PRE-TRAVEL DELIVERABLES

1. PM Service Activity Schedule: A schedule that indicates which PM Service Activities will be performed at each site visit. The Contractor shall submit the PM Service Activity Schedule for approval prior to commencement of any work at Post. The schedule shall cover a span of five (5) years to account for PM Service Activities that occur only once over this time frame.

a. Each PM Service activity described within this statement of work shall be broken into separate line items for each individual BAS installed at Post. (i.e., there will be three separate line items for activity "Check BAS Communication Network" if there are separate BAS installed in the GWA/PAA spaces, the CAA Restricted spaces and the CAA Core spaces.)

b. For activities that are spread out over multiple site visits, each line item will indicate the equipment that will be worked on during each specific site visit.

c. For all activities each line item will note what equipment was serviced during the PM site

visit, the dates when all equipment were last serviced, the recommended dates for the next servicing for all equipment.

d. For each site visit during the schedule's five (5) year timeline, the schedule shall indicate the equipment for which "Sensor, Operator and End Device Point-to-Point Checkout" and "Sensor, Operator and End Device Calibration" will be performed.

2. PM Service Activity Description List: The activity description list shall provide detailed descriptions for each of the PM Service Activities listed in the PM Service Activity Schedule. The Contractor shall submit the PM Service Activity Description List for approval prior to commencement of any work at Post. Each description will be presented in narrative form and broken down into the three (3) parts described below.

a. Name of PM Service activity that is being described.

b. A detailed description of the PM Service activity which clearly describes the Contractor's understanding of what the PM Service activity is intended to accomplish.

c. A detailed description of the means and methods the Contractor will be using in order to provide the PM Services required by the activity.

3. Generic PM Checklists: Generic PM Checklists shall be submitted for approval prior to the first PM site visit.

I. POST-TRAVEL DELIVERABLES

1. Site Specific PM Checklists: PM Checklists, modified to reflect actual field conditions, shall be submitted for approval. There shall be one Checklist for each system controlled and/or monitored by a BAS. This shall be done after the completion of the initial site visit.

2. PM Service Activity Schedule and PM Activity Description List: A revised PM Service Activity Schedule and PM Activity Description List, updated based on actual field conditions, shall be submitted for approval. This shall be done after the completion of the initial PM site visit.

3. Preventative Maintenance Reports: The Contractor shall be responsible for providing a detailed PM Report after each site visit. Each PM Report shall include, at a minimum, the following:

a. Executive Summary: A narrative of the PM Services performed, up to two pages long, shall provide background on the PM Services Provided, how the work went, and a brief description of major issues encountered.

b. PM Activities Performed: A table listing all PM Activities Performed while at Post. The table shall include the following four (4) columns:

- 1) Date PM Activity was performed
- 2) PM Activity that was performed
- 3) Detailed description of Adjustments made, if any
- 4) Date Adjustments were made

c. Deficiencies: A table listing all Deficiencies found while at Post. The table shall include the following six (6) columns:

- 1) Date Deficiency was discovered
- 2) A brief description of the Deficiency that was discovered
- 3) Status of Deficiency – "Open" or "Closed"

4) This column shall include references to the unique designators associated with the Corrective Action descriptions for Deficiencies that have a status of “Closed”. A description of the Corrective Action taken shall be provided in the body text of the “Corrective Action” section in the PM Report. The unique designator shall point to where in the PM Report the description of the Corrective Action is located.

5) Date Corrective Action was taken

6) This column shall include references to the unique designators associated with the Proposed Solution descriptions for Deficiencies that have a status of “Open”. A description of the Proposed Solution shall be provided in the body text of the “Proposed Solution” section in the PM Report. The unique designator shall point to where in the PM Report the description of the Proposed Solution is located.

d. Corrective Actions: A section describing the Corrective Actions taken to resolve “Closed” issues listed in the Deficiency List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency List. Use of paragraph numbers / letters is acceptable for this purpose. Corrective Action descriptions will be presented in narrative form and broken down into the three (3) parts described below.

- 1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).
- 2) A clear and detailed description of the Corrective Action Taken.

a) Indicate if the Deficiency was resolved as part of the PM effort or if a separate Purchase Order or Contract Modification was required to implement the Corrective Action. Append any Purchase Orders and/or Contract Modifications to the end of the PM Report along with the associated proposal.

b) If the Corrective Action involved revisions to the associated Sequence of Operation, include the revised Sequences.

c) If the programming was changed to correctly implement the existing Sequence of Operation, describe the changes that were made to the programming.

d) If point or system override(s) were removed or added to the system in order to allow for proper system operation, identify the point or system override(s) that were modified and describe the reason for removing or adding the override(s).

e) If the Sequences of Operation were modified in order to meet new conditions at Post, describe the changes that were made to the Sequences.

f) If the BAS hardware installation was modified, clearly indicate what was changed. (wiring, sensors, end devices, operators, the network, controllers, etc....)

3) A table listing any parts that were utilized to implement the Corrective Action Taken. (If Applicable) The table shall include the following four (4) columns:

a) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.

b) Quantity Required

c) Part description

d) Manufacturer

e. Proposed Solutions: A section describing the Proposed Solutions proffered to resolve “Open” issues listed in the Deficiency List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency List. Use of paragraph numbers / letters is acceptable for this purpose. Proposed Solution descriptions will be presented in narrative form and broken down into the seven (7) parts described below.

- 1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).
- 2) A clear and detailed description of the Proposed Solution.
- 3) A description of any impact the work will have on Post. (If Applicable)
- 4) A description of any assistance the Contractor would require from Post to implement the Proposed Solution. (If Applicable)
- 5) A table listing any parts that would be needed to implement the Proposed Solution. (If Applicable) The table shall include the following five (5) columns:
 - a) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
 - b) Quantity Required
 - c) Part description
 - d) Manufacturer
 - e) Unit Cost
- 6) A manpower estimate for how much effort would be required to implement the Proposed Solution during a future PM visit.
- 7) A Cost Estimate for the Contractor to implement the Proposed Solution during a future PM Site Visit.
 - a) If parts that failed or are needed to implement the Proposed Solution are available in the Post's Spare Part Inventory and the Facility Manager permits the Contractor to use the available spare parts, the Contractor shall modify the cost estimate to utilize the spare parts now and procure replacement parts to replenish the Spare Part Inventory later.
 - b) If a Post's Spare Part Inventory does not include the appropriate parts or the Facility Manager will not allow the use of the Post's spare parts, the Contractor's cost estimate shall include procurement and shipping of the parts needed.
 - c) If the Post chooses to procure the parts on their own, the Contractor's proposal shall include only the cost to remove parts / install new parts.
- f. Completed Checklists: This section shall compile all of the signed PM Checklists that were filled out during the PM site visit. All checklists provided shall be complete and clearly legible. Handwritten or document scans that cannot be easily read will be rejected.
- g. Updated PM Service Activity Schedule: A revised PM Service Activity Schedule, annotated to note what equipment was serviced during the PM site visit, the dates when all equipment were last serviced, the recommended dates for the next servicing for all equipment and any other alterations that the Contractor may make to the schedule.
- h. Spare Part Schedule: The Contractor shall create a Spare Part Schedule listing the spare parts the Contractor recommends Post keep on site, after the initial PM Site Visit has been completed. The schedule shall list the spare parts the Contractor recommends Post keep on site. The Spare Part Schedule shall be updated during each subsequent PM Site Visit. If more than one BAS product line is installed at Post, a separate Spare Parts Schedule shall be provided for each system. Each table shall include the following seven (7) columns:
 - 1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
 - 2) Recommended quantity to keep in stock
 - 3) Actual quantity in stock at Post

- 4) Part description
- 5) Manufacturer
- 6) Supplier, including contact information for ordering parts
- 7) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only.

i. Expendable Part Replacement Schedule: The Contractor shall create an Expendable Part Replacement Schedule listing all Expendable BAS Parts installed, after the initial PM Site Visit has been completed. The Expendable Part Replacement Schedule shall be updated during each subsequent PM Site Visit. Each table shall include the following eight (8) columns:

- 1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
- 2) Quantity installed
- 3) Part description
- 4) Manufacturer
- 5) Supplier, including contact information for ordering parts
- 6) Manufacturer's recommended replacement period
- 7) Recommended date on which the expendable part should be replaced
- 8) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only.

j. Contractor's PM Staff: A section that identifies the Contractor's staff that was involved in the preparation of deliverables and in providing BAS PM Services at Post. This shall include the following information:

- 1) Full Name
- 2) Company Name
- 3) Job Title
- 4) Role in providing BAS PM Services
- 5) Work Phone Number
- 6) Work Email address
- 7) Work Mailing address

k. Post Key Staff: A section that identifies the Post Facility Manager and the Facility Maintenance Staff BAS Technician. This shall include the following information:

- 1) Full Name
- 2) Company Name (if not an employee of the Department of State)
- 3) Job Title
- 4) Office Symbol
- 5) Work Phone Number
- 6) Work Email address
- 7) Work Mailing address

l. FM Staff PM Assistance: A section that identifies any Facility Maintenance Staff at Post that assisted the Contractor in providing PM Services. This shall include the following information:

- 1) Full Name
- 2) Company Name (if not an employee of the Department of State)
- 3) Job Title

- 4) Office Symbol
- 5) Work Phone Number
- 6) Work Email address
- 7) Work Mailing address

m. Test Equipment Calibration Certificates: A section that contains Calibration Certificates for all testing instrumentation used.

n. Sensor, Operator and End Device Point-to-Point Checkout Schedule: A multi-year Point-to-Point checkout schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit as work is completed. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Point-to-Point Checkouts shall be kept in such a manner that a change in BAS technicians or Contractors will not adversely impact the overall multi-year Point-to-Point Checkout Schedule. These tables shall include the following thirteen (13) columns:

- 1) Point Name
- 2) Point Address
- 3) Part Description
- 4) Part Number
- 5) Name / Designation of the Associated Controller
- 6) Network Address and/or IP Address of the Associated Controller
- 7) Terminal Wire Connection Information (Terminal Block Designation and Terminal Numbers) at Associated Controller
- 8) Terminal Wire Connection Information (Terminal Block Designation and Terminal Numbers) at Sensor, Operator or End Device
- 9) Method which the Contractor used to perform the Point-to-Point Checkout
- 10) Status after Point-to-Point Checkout: “Good”, “Bad”, “Corrected”, etc.
- 11) Date Last Point-to-Point Checkout was performed (Leave blank if Point-to-Point Checkout has not occurred yet.)
- 12) Date of Next Scheduled Point-to-Point Checkout (This date will most likely fall outside the multi-year window of the contract.)
- 13) Checkbox for each line item to indicate if Point-to-Point Checkout was or was not performed during the site visit. (A check in the checkbox will indicate that the Point-to-Point Checkout for that point occurred during the site visit.)

o. Sensor, Operator and End Device Calibration Schedule: A multi-year calibration schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit as work is completed. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Sensor, Operator and End Device Calibration shall be kept in such a manner that a change in BAS technicians or Contractors will not adversely impact the overall multi-year calibration schedule. These tables shall include the following sixteen (16) columns:

- 1) Point Name
- 2) Point Address
- 3) Part Description
- 4) Part Number
- 5) Checkbox to indicate if Part can or cannot be calibrated (A check in the checkbox will

indicate that the Part can be calibrated.)

- 6) Value before calibration
- 7) Deviation from measured/known value before calibration
- 8) Value after calibration
- 9) Deviation from measured/known value after calibration
- 10) Acceptable Deviation Range in accordance with Manufacturer's literature
- 11) The procedure used by the Contractor to perform the calibration
- 12) A description of how the actual part was calibrated (Span and zero screws, built in calibration button, etc....)
- 13) Status after calibration: "Good", "Questionable", "Failed"
- 14) Date the part was last calibrated. (Leave blank if calibration has not occurred yet.)
- 15) Date of Next Scheduled Calibration (This date will most likely fall outside the multi-year window of the contract.)
- 16) Checkbox for each line item to indicate if calibration was or was not performed during the site visit. (A check in the checkbox will indicate that the point was calibrated during the site visit.)

p. Consolidated Proposed Solutions Cost Estimate: A section that provides an overall combined cost estimate for the Contractor to provide repairs described in the Proposed Solutions for all of the "Open" Deficiencies described within the PM Report. This cost estimate shall be broken down into parts, shipping to Post, labor, and travel.

q. Spare Part Procurement Cost Estimate: A section that provides an overall cost estimate to provide the Spare Parts required by Post. This estimate shall include shipping costs to Post.

r. Expendable Part Procurement / Installation Cost Estimate: A section that provides an overall cost estimate to provide and replace the scheduled Expendable Parts required by Post. This estimate shall include shipping costs to Post.

1) When the Expendable Part Replacement Schedule indicates that there are expendable parts due for replacement, the contractor shall provide a proposal to the Facility Manager which lists the expiring parts along with the associated costs to remove the expired parts and to procure and install the new parts. If the proposal is accepted, the expired parts shall be replaced at the next PM visit to Post.

2) If the Post chooses to procure the parts on their own, the contractor's proposal shall include only the costs to remove the expired parts and install the new parts.

4. Appendix A – BAS Backup Retention: An appendix to the report which contains the BAS backups collected for each BAS installed at Post.

5. Appendix B – User Account Retention: An appendix to the report which documents the user account information collected for each BAS installed at Post.

6. Appendix C – Updated BAS As-Built and BAS Operation & Maintenance Manual Documents: An appendix to the report which contains the updated BAS as-built and operation & maintenance documents generated by the Contractor, collected for each control system installed at Post.

7. Appendix D – BAS Evaluation: An appendix to the report that documents the condition of and makes recommendations with respect to each BAS installed at Post.

8. Appendix E – BAS Inventory Retention: An appendix to the report that documents the inventory information collected for each BAS installed at Post.

9. Appendix F – BAS As-Built and BAS Operation & Maintenance Manual Document Retention: An appendix to the report which contains the BAS as-built and operation & maintenance documents collected for each control system installed at Post. Appendix F is not required if the documentation has already been included in Appendix C.

J. DELIVERABLE SUBMISSION SCHEDULE

1. Execution Schedules: Initial Execution Schedule (ES) must be submitted within fifteen (15) business days of the Notice to Proceed. Subsequently the ES shall be submitted on the first Monday of every month throughout the duration of the contract. The Contracting Officer's Representative will respond within fifteen (15) business days of receipt of each ES regarding further action or revisions, if any are required.
2. Pre-Travel Deliverables: The items described under "H. PRE-TRAVEL DELIVERABLES" must be submitted within twenty (20) business days following Notification to Proceed. For each of these submissions, the COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.
3. Post-Travel Deliverables: The items described under "I. POST-TRAVEL DELIVERABLES" must be submitted within twenty (20) business days following completion of each site visit. The COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.

K. RETENTION OF DELIVERABLES AND OTHER DATA BY THE CONTRACTOR

1. All documentation, deliverables, backups, user account information and other data gathered and/or created by the Contractor as part of this contract shall be retained by the Contractor for a period of fifteen (15) years after the completion of the Contract. This data shall be stored as electronic media.
2. This information shall be securely stored by the Contractor at a facility that maintains an appropriate Facility Level Clearance for the type and classification of the information being stored.
3. The retention of this data by the Contractor shall act as an external backup for OBO and Post to reference back to when this information cannot be located within the Department of State.
4. The Contractor shall make this data available to OBO and/or Post upon request of the Government.

L. CONTRACTOR'S RESPONSIBILITY

1. General
 - a. Performance will be accomplished in strict conformance with the contract clauses, provisions, and conditions contained herein.
 - b. The Contractor shall be responsible for all methods, techniques, and procedures used and for coordinating the work following the proposed schedule. Portions of the facility not directly affected by work activities shall remain functional.
 - c. The Contractor shall be responsible to the Government for acts and omissions of the Contractor's employees, subcontractors and their employees, and other persons performing any of the work under contract with the Contractor.
 - d. If the Contractor performs any work contrary to U.S. laws, ordinances, or regulations, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.
 - e. The Contractor shall save, defend, keep harmless and indemnify the U.S. Department of State, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (e.g., court costs and attorney's fees), charges, liability of exposure, however caused, on account of any copyright, patented or un-patented invention, process or article manufactured or used in the performance of this Contract, including its use by the Department of State. If the Contractor uses a design, device, or materials covered by license, patent, or copyright, it is mutually agreed and understood that the Contract price, without exception, includes all royalties or costs

arising from the use of such design, device, or materials in any way involved with the work.

f. The Contractor's work schedule shall be as directed by the Post Facility Manager. When not indicated otherwise work shall occur for one 8-hour shift per day, 5 days per week. Weekends and holidays shall be considered workdays provided access to the worksite is available, these specific workdays are needed to complete the work, and approval to work these specific days has been granted by the Post's Facility Manager. The proposed work schedule is subject to Post's Facility Manager (FM), General Services Officer (GSO) and/or the Management Officer's approval. The work schedule shall be determined prior to the scheduling of site visit activities at Post.

2. Codes and Regulations

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

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

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

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

3. Authorization to Visit Site

a. The Contractor is responsible for obtaining proper passports, visas, emergency medical evacuation insurance, Defense Base Act insurance and immunizations.

b. A "Notice to Proceed" cannot be issued for a site visit until the Contracting Officer has received verification / proof that the Contractor is covered by Defense Base Act (DBA) insurance for the site visit. No authorization to travel will be given if this information is not provided.

c. The following describes the minimum clearance requirements that must be met for BAS work performed at Post as part of this contract.

1) Contractor personnel performing Contract requirements in General Work Areas (GWA) and Public Access Areas (PAA) do not require a clearance.

2) Information for Un-cleared personnel must be submitted to the Post Resident Security Officer (RSO) for screening and approval prior to being granted access to Post.

d. The Contractor shall submit a Country Clearance Request (CCR) to the COR at least fifteen (15) business days prior to the Contractor's departure for Post. Submission of the CCR information will result in official electronic Country Clearance (eCC) to Post and official certification of Contractor personnel security clearance levels to the Regional Security Office (RSO) of the Post to be visited. Subsequent changes in personnel or schedules will not be permitted unless specifically authorized by the COR. The Contractor shall not depart to Post without a Diplomatic Security (DS) verified Country Clearance.

4. Contractor and Personnel Qualifications

a. The Contractor shall employ a competent On-Site Supervisor, satisfactory to the Government, to work at all times with the authority to act for the Contractor.

b. The Contractor shall utilize competent BAS engineers, technicians, programmers, etc...., satisfactory to the Government, to perform the work and services required by the contract. BAS Engineers, technicians, programmers, etc.... shall have a minimum of five (5) years of experience performing the type of work described within the Statement of Work.

1) The personnel engaged in providing PM Services for the DOS shall be trained and certified by the BAS Manufacturer on the Manufacturer's Product Line(s) being serviced by that employee. Certifications shall be current and maintained throughout the life of the contract.

2) Biographical data (a resume), a list of recently completed projects demonstrating five (5) years of BAS experience and proof of training and certification from the BAS hardware and software manufacturer shall be submitted for personnel providing BAS PM Services under this statement of work. The manufacturer shall certify that installer has been trained on the proper installation of the manufacturer's BAS and is an approved installer.

3) Personnel not trained and certified by the manufacturer of a BAS will not be permitted to work on that BAS. Exceptions to this requirement will be made on a case-by-case basis for older BAS that are no longer produced or supported by the Manufacturer or for which the Manufacturer no longer exists.

c. The Contractor shall not change the proposed personnel without permission from the COR. The Contractor shall submit such a request in writing with justification for change to the COR.

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

e. The Contractor shall be responsible for providing all tools required to perform the work at Post. If the Contractor requires Post to provide tools or equipment, written permission shall be required in advance of the trip.

f. The Contractor shall at all times enforce strict discipline and good order among all persons utilized to work and shall not utilize any unfit persons not skilled in the tasks assigned to them.

5. Materials and Equipment

a. The Contractor shall obtain the approval of a Procurement Plan and/or a Shipping Plan from the Post Facility Manager prior to undertaking either activity.

b. All parts, materials, components, equipment, systems, and products furnished by the Contractor shall be new, unused and shall not be remanufactured in any manner. Used or remanufactured parts or components are not allowed nor are they acceptable for use. All replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements. Exception: BAS Controllers may be provided that are refurbished or repaired if they are no longer produced by the BAS Manufacturer and the BAS Manufacturer no longer has any new stock for sale.

c. The Contractor shall ship all materials and equipment in accordance with current Government regulations governing carrier usage (contact Post General Service Officer (GSO) for specific entry guidance).

d. The Contractor shall deliver all materials and supplies to the site in the original packaging bearing the name of the manufacturer and details for proper storage and usage. The Contractor shall pack

all project materials and equipment to protect them from damage that can be caused by shipment, transit and rough handling. Damaged or deteriorated materials and supplies must be promptly removed from the premises and new materials and supplies sent to Post to replace the damaged or deteriorated materials and supplies.

e. The Contractor shall complete a line-item inventory for materials received and validate that received materials are correct.

1) The Contractor shall furnish to the Post Facility Manager a line-item list of material ordered (to include quantities and cost) and a line item receiving report of material received by the Contractor (to include quantities and cost) prior to shipment of any material to Post.

2) The Contractor shall furnish to the Post Facility Manager a line-by-line packing list (to include quantities and cost) of materials being shipped to Post by the Contractor.

f. The Contractor shall submit to the Post Facility Manager MSDS sheets for all HAZMAT. The Contractor shall pack HAZMAT per DOT requirements and provide line-item inventory and packing list(s) for all packages containing HAZMAT.

g. Upon arrival at Post, storage of all materials will be subject to security restrictions and inspections in accordance with Diplomatic Security (DS) mandated requirements.

6. Contractor Use of Premises

a. The Contractor shall confine operations to the areas permitted under the Contract. Portions of the site beyond areas in which work is indicated are not to be disturbed. All persons shall report directly to the Facility Manager (FM) or General Services Officer (GSO) upon arrival and participate in a security briefing provided by the Regional Security Officer (RSO). The Contractor's personnel shall conform to Post's security rules and regulations affecting the work while engaged in the effort and regarding personal behavior. No cameras, computers, phones, or other electronic equipment will be permitted at Post without prior approval by the Regional Security Officer (RSO). The RSO will identify any other site restrictions to the Contractor.

b. The Contractor shall always keep the site free from accumulation of waste materials or rubbish generated by the work. At the completion of the work, the Contractor shall remove all such waste materials and rubbish as well as tools, equipment, and surplus materials.

c. The Contractor must adequately protect and work around equipment or other fixed items that cannot be moved out of the work area.

d. The Contractor shall keep existing driveways and entrances always serving the premises clear and available to Post personnel and the public, and not unreasonably encumber the site with materials or equipment. Stockpiling of equipment and materials shall be confined in a construction trailer or other area approved by the Post Facility Manager. All public areas such as hallways, stairs, elevator lobbies, and toilets are to be kept free from accumulation of waste, rubbish, and debris.

e. The Contractor shall take all precautions necessary to protect the building and its occupants during work at Post, and repair damages caused during execution of the work.

M. DELIVERY, MAIL AND COURIER ADDRESSES

1. Unclassified Packages and Mail: Unclassified packages / mail sent via U.S. Mail, Registered

RFQ No. 19CA4521Q0006

U.S. Consulate Montreal Building Automation System (BAS)

Preventive Maintenance Services

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or Certified Mail, Courier Service and U.S. Postal Service Overnight Express shall be addressed as follows.

- a. NOTE: Classified information cannot be sent via the methods described above.
- b. Address for Unclassified Packages sent to Post:

U.S. Consulate General-Montreal
c/o Contracting Officer
955, 1st Avenue
Sainte-Catherine, Qc
J5C 1C5

- c. Address for Unclassified Mail sent to Post:

U.S. Consulate General-Montreal
c/o Contracting Officer
955, 1st Avenue
Sainte-Catherine, Qc
J5C 1C5

- d. Address for Unclassified Packages sent to OBO/CFSM/FAC/PS “BAS Support”:

ANTHONY PELLEGRINO (703-516-1987)
OBO/CSFM/FAC/PS - BAS SUPPORT
U.S. DEPARTMENT OF STATE
1701 NORTH FORT MYER DRIVE
SA-6, ROOM 1202.25
ARLINGTON, VA 22209

ALTERNATE POINTS OF CONTACT:
CHRIS TJIATTAS (571-345-0301)
ASENATH HILL (703-812-2223)

- e. Address for Unclassified Mail sent to OBO/CFSM/FAC/PS “BAS Support”:

ANTHONY PELLEGRINO
OBO/CSFM/FAC/PS - BAS SUPPORT
U.S. DEPARTMENT OF STATE
SA-6, ROOM 1202.25
WASHINGTON, DC 20522-0612

5. GOVERNMENT’S RESPONSIBILITY

- 5.1 The Government will provide access to all identified areas for work.
- 5.2 The Government will provide to the Contractor the name and phone number of at least one person at Post with authority who can be contacted 24 hours a day.
- 5.3 Any escort responsibilities shall be arranged and provided by the Post Facility Manager at no expense to the Contractor.

6. QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the contractor personnel, and being performed according to the contract requirements. Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

7. INSPECTION BY GOVERNMENT

The services being performed hereunder 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.

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.

8. PERSONNEL SECURITY

8.1 After receipt of Notice of Award, the Contractor shall submit to the Contracting Officer the following requirements for the Government to conduct all necessary security checks: (1) list of workers and supervisors assigned to this project and (2) completed Canada Authority for Release of Information of each personnel using the form DS-7673 provided under **Attachment 1 on page 36.**

8.2 Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

9. INSURANCE REQUIREMENTS

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

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

11.3 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.

12. DELIVERIES AND PERFORMANCE

12.1 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

- (a) Contract period will commence the date established by signature of the contract officer
- (b) Quarterly maintenance activities will be completed within ninety (90) calendar days of the contract start date and each subsequent ninety (90) calendar days thereafter through the term of the contract. Completion will require the delivery and approval of all reports and designated contract deliverables as defined in "Section 1".
- (c) Bi-annual maintenance activities will be completed within one hundred and eighty (180) calendar days of the contract start date and each subsequent one hundred and eighty (180) calendar days thereafter through the term of the contract. Completion will require the delivery and approval of all reports and designated contract deliverables as defined in "Section 1".
- (d) Annual maintenance activities will be completed within three hundred and sixty (360) calendar days of the contract start date. Completion will require the delivery and approval of all reports and designated contract deliverables as defined in "Section 1".

12.2 Notice of Delay

12.2.1 In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of

the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer. Post may under public exigency or for representational activities stop work and or require work site cleanup. Contractor may submit a request for equitable adjustment.

12.3. Noncompliance with Contract Requirements

12.3.1 In the event the Contractor, after receiving written notice from the Contracting Officer or the COR of non-compliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to

comply within a reasonable period. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred because of being ordered to stop work for such a cause.

13. CONTRACT ADMINISTRATION

13.1 Authority of Contracting Officer

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

14. SPECIAL CONTRACT REQUIREMENTS

14.1 Responsibility of Contractor

14.1.1 Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property that occur because of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. Contractor shall adhere to work practices and procedures set forth in applicable codes, regulations and standards including those associated with local laws and practices.

14.1.2 Responsibility for Work Performed: Services under this contract will be performed on-site at Post as directed by the Contracting Officer or authorized representative and as defined within the SOW. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

14.1.3 Responsibility for Supplies Provided: Unless otherwise directed in the SOW the contractor shall provide their technicians with all appropriate tools and testing equipment necessary to complete the work identified. This shall include all consumable materials that may be needed to maintain, inspect and service the systems identified. In addition, the contractor will provide their personnel with the appropriate personal protection equipment including but not limited to gloves, eye protection, safety shoes, hearing

protection and other protection as may be required to safely undertake the tasks identified in the SOW.

14.1.4 Use of Information: All data furnished to the Contractor and data developed in connection with any project shall be considered privileged. Public announcements, including news releases, shall be approved in advance by the Contracting Officer, and in accordance with the DD Form 254.

14.2 Use of Premises

14.2.1 Contractor shall minimize the impact and interruption of the engineered building systems during the performance of this contract effort, particularly where facility occupants may be negatively impacted by changes or interruptions to the environmental control systems. Efforts will be made to coordinate

these interruptions with the COR in advance so as appropriate arrangements and notifications can be made to accommodate any necessary interruptions.

14.2.2 The contractor shall keep the site free from accumulations of waste materials or clutter that may be generated from the work effort. The contractor will be required to restore site conditions as they were prior to initiating any work in the facility or area therein.

14.2.3 The contractor shall protect the work area from damage including all furnishes and equipment located in the work area.



**AUTHORITY FOR RELEASE OF INFORMATION - CANADA
AUTORISATION DE DIVULGUER DES RENSEIGNEMENTS - CANADA**

Please find instructions for how to complete this form in the next page.

REQUESTOR'S INFORMATION - RENSEIGNEMENTS SUR LE DEMANDEUR

Full Name (<i>Last, First, MI</i>) - Nom au Complet (<i>Nom, Prénom, Initiale</i>)		Any Other Names Used - Tout Autre Nom Employé (As shown in birth certificate)
Nationality – Citoyenneté (All)		Date of Birth (<i>mm-dd-yyyy</i>) - Date de Naissance (<i>mm-jj-aaaa</i>)
Place of Birth - Lieu de Naissance	Gender (M/F)	Telephone number - Numéro de telephone
Driver's License Number(s) - Numéro(s) de permis de conduire		State, Province, or Territory Issued By- État, Province ou Territoire d'émission
Employer and Address / Employeur et Adresse		Reason for Investigation / Raison de l'enquête
Current Address - Adresse Actuelle		E-Mail

Photo ID Presented (Valid and Issued by the Canadian Federal or Provincial Government):

Document: _____ Issued By: _____
 Number: _____ Expiry Date: _____

Accepted IDs: *Canadian Passport | Foreign Passport | Driver's License | Medical Card | Permanent Resident Card | Work Visa | Student Visa | Certificate of Indian Status | Military ID*

Have you ever been arrested or detained by the police? Yes / No Avez-vous déjà été arrêté ou détenu par la police? Oui / Non	If yes, When: Si oui, Quand: Reason / Raison:
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AUTHORIZATION - AUTORISATION

I hereby authorize any investigator of the United States Department of State and/or the United States Federal Bureau of Investigation (FBI), this release or a copy thereof, within 180 days of its date, to information from the Royal Canadian Mounted Police (RCMP), Ottawa Police Service, other Canadian police services, educational institutions, employers, criminal justice agencies, or individuals relating to activities while in Canada. This information specifically includes verification of employment, verification of education and any disciplinary, arrest and/or conviction records. I hereby direct you to release such information upon request of the bearer.

J'autorise tout enquêteur du Département d'État des États-Unis et/ou du Bureau fédéral d'investigation (FBI) porteur du présent document ou bearing d'une copie de celui-ci, à obtenir, dans un délai de 180 jours suivant la obtain date de signature, des renseignements auprès de la Gendarmerie royale du Canada, du Service de police d'Ottawa, d'autres services de police canadiens, d'institutions académiques, d'employeurs, d'organismes de my justice pénale, ou d'individus pertinents à mes activités au Canada. Ces renseignements comprennent notamment la vérification d'emploi et d'éducation et tout antécédent de mesures disciplinaires, d'arrestations ou de condamnations. Par la présente, j'autorise la divulgation de ces renseignements à la demande du porteur.

I hereby release any individual, including record custodians, from any and all liability for damages of whatever kind or nature that may at any time result to me on account of compliance, or any attempts to comply, with this authorization. Should there be any questions as to the validity of this release, you may contact me as indicated above.

Quiconque, y compris les archivistes, divulguera l'information conformément à la présente autorisation ne sera pas tenu responsable d'un préjudice qui pourrait m'être causé, quelle que soit sa nature. En cas de doute sur la validité de la présente, prière de communiquer avec moi tel qu'indiqué ci-haut.

Signature: _____ Date (*mm-dd-yyyy*) _____

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items. (NOV 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

- __ (10) [Reserved].
- __ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- __ (ii) Alternate I (Nov 2011) of 52.219-3.
- __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (ii) Alternate I (JAN 2011) of 52.219-4.
- __ (13) [Reserved]
- __ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Nov 2016) of 52.219-9.
- __ (iii) Alternate II (Nov 2016) of 52.219-9.
- __ (iv) Alternate III (Nov 2016) of 52.219-9.
- __ (v) Alternate IV (Nov 2016) 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 (Jan 2017) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages.Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- __ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor.Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- __ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- __ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- __ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- __ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- __ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

__ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (46) 52.225-1, Buy American. Supplies (May 2014) (41 U.S.C. chapter 83).

__ (47)(i) 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 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).

__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer. System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (56) 52.232-34, Payment by Electronic Funds Transfer. Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

__ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards.Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment. Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services. Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 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 dispute's clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, No displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xii)
 - __ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
 - __ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> 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>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

I. The following FAR clause(s) is/are incorporated in full text:

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled–

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or

the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

(a) Invoice Submission. The contractor shall submit invoices by email to Montrealfactory@state.gov following the invoicing instructions to be provided upon award of the contract.

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

- 1) Name and address of the contractor.
- 2) Invoice date and invoice number.
- 3) Contract number.
- 4) Description, quantity, unit of measure, unit price of services performed.
- 5) Payment terms.
- 6) Name and address of contractor official to whom payment is to be sent.
- 7) Name, title, phone number and mailing address of person to notify in the event of a defective invoice.
- 8) Taxpayer Identification Number (TIN).
- 9) Electronic Funds Transfer (EFT) banking information

The contractor shall show applicable tax as a separate item on invoices submitted for payment.

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

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

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

New Year's Day	Canada & US
Martin Luther King's Birthday	US
Washington's Birthday	US
Good Friday	Canada
Easter Monday	Canada
Victoria Day	Canada
Memorial Day	US
Quebec National Day (Quebec only)	Canada
Canada Day	Canada
Independence Day	US
Civic Day	Canada
Labor Day	Canada & US
Thanksgiving Day / Columbus Day	Canada & US
Remembrance Day / Veterans Day	Canada & US
Thanksgiving Day	US
Christmas Day	Canada & US
Boxing Day	Canada

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

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

either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

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

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

(b) The COR for this contract is the **Facility Manager Mike Leger.**

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.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2017), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

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

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

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or another liaison to the Consulate) who understands written and spoken English to include a resume demonstrating the candidates related experience with BAS and HVAC systems in at least one project similar in scope to this requirement. Refer to the scope of work, Section 4.1.6.

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

(3) List of clients over the past three (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 Canada, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

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

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

- (6) The offeror's strategic plan for the BAS preventive maintenance to include but not limited to:
- (a) A work plan considering 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) A copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

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

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on **TBD** at **TBD** A.M./P.M. at U.S. Consulate Montreal, 1134 St. Catherine St., Montreal, QC, H3B 1H4. Prospective offerors/quoters should contact **Mike Leger** at **514-465-8038** if you plan to attend the site visit.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them.
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments.
 - satisfactory record of integrity and business ethics.
 - necessary organization, experience, and skills or the ability to obtain them.
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2017)

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

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

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror.

Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”.

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

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

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

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

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

(1) Means a small business concern.

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name.

The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that:
(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best

of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

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

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

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

[List as necessary]

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

not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that.

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that.

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror’s own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)