Embassy of the United States of America

490 Sussex Drive, Ottawa, Ontario, K1N 1G8

February 25, 2020

SUBJECT: Solicitation Number 19CA5220Q0005
Building Automation System Upgrade for the U.S. Diplomatic Mission to Canada

Dear Prospective Quoter,

The Embassy of the United States of America invites you to submit a quotation for Building Automation System Upgrade for the U.S. Embassy office building in Ottawa, Canada. If you are interested in submitting a quotation for this service, follow the instructions included in the attached Request for Quotation (RFQ).

The Embassy intends to hold a pre-proposal conference. All prospective offerors who have received a solicitation package are invited to attend. The conference will be held at the U.S. Embassy in Ottawa at 490 Sussex Drive, Ottawa, ON, K1N 1G8 on March 11, 2020 at 9:00 a.m. EST.

Should you wish to attend the meeting, please send the name of your company and the names of participants to ContractsOttawa@state.gov no later than March 9, 2020.

Your printed quotation must be submitted in a sealed envelope marked "Quotation 19CA5220Q0005 Enclosed" to the following address:

The UPS Store, c/o US Embassy
207 Bank Street, Suite 418
Ottawa, ON, K2P 2N2
Attn. Contracting Officer

on or before 4:00 p.m. EST on March 27, 2020. No printed quotations will be accepted after this time.

Alternatively, electronic quotations may be submitted with “Quotation 19CA5220Q0005 Attached” reference in the subject line to the following email address ContractsOttawa@state.gov on or before 4:00 P.M. EST on March 26, 2020 which is one day prior to the printed proposal due date. No electronic proposals will be accepted after this time.

Complete the Standard Form 1449, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected. In order for a proposal to be considered, you must also complete all relevant sections of RFQ requiring
Offeror's input and submit all sections of the RFQ in one organized package prior to the established RFQ submission deadline.

The type of contract resulting from this solicitation will be a Firm Fixed Price contract with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor, equipment and materials that will be required to deliver the product, and for pricing its quotation accordingly.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractor and suppliers, such as details and quantities required by the orders and specifications. Subcontractors and suppliers should not be referred to the Embassy for determining the amount of labor, quantities of equipment or materials required.

The project completion time is 180 calendar days from the date included in the Notice to Proceed.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

The Offerors are encouraged to complete registration in the U.S. Government System for Award Management at the following URL: www.SAM.gov. The registration is free of charge for all prospective Offerors and must not involve participation of 3rd parties.

Please direct any questions regarding this solicitation to: ContractsOttawa@state.gov Questions must be written in English. Calls may be made during regular business hours.

Sincerely,

[Signature]

Hunter J. Crowder
Contracting Officer
U.S. Embassy Ottawa
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PR8432354  PR8432354

2. CONTRACT NO.
19CA5220C0001

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
19CA5220Q0005

6. SOLICITATION ISSUE DATE
February 25, 2020

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Vincent Lemesheff / Hunter Crowder

b. TELEPHONE NUMBER
(613) 688-5252
(613) 688-5450

8. OFFER DUE DATE / TIME
4:00 p.m. EST
March 26, 2020

9. ISSUED BY
U.S. Embassy Ottawa
490 Sussex Drive
Ottawa, ON, K1N 1G8
Attn. Contracting Offerer

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☐ SET ASIDE: ___% FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ EDWOSB
☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
☐ 8 (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

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

13b. RATING
☐ SIZE STANDARD:

14. METHOD OF SOLICITATION
RFQ ☐ IFB ☐ RFP

15. DELIVER TO
U.S. Embassy Ottawa
490 Sussex Drive, Ottawa, ON, K1N 1G8

16. ADMINISTERED BY

17a. CONTRACTOR/ OFFERER

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

18a. PAYMENT WILL BE MADE BY

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

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

Please, refer to Section 1 of the RFQ. SF1449 Blocks 19, 21, 22, 23, 24, 25, 26 require no input from the Offeror.
(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

☐ 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

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

30c. DATE SIGNED

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

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

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)
Computer Generated

Prescribed by GSA - FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
# TABLE OF CONTENTS

## Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19CA5220Q0005, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19CA5220Q0005, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment / Addenda

## Section 2 - Contract Clauses

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

## Section 3 - Solicitation Provisions

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

## Section 4 - Evaluation Factors

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

## Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
I. PERFORMANCE WORK STATEMENT

A. The purpose of this firm fixed price contract is to for the U.S. Embassy Building Automation System Upgrade in accordance with Statement of Work included below.

B. The contract will be for a one-time BAS upgrade service with no options to exercise.

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Statement of Work Paragraphs</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services. Performs all services set forth in the scope of work.</td>
<td>All requirements included in the Statement of Work.</td>
<td>All required services are performed and no more than one (1) contract performance issue is reported per month.</td>
</tr>
</tbody>
</table>

1. SURVEILLANCE. The COR will receive and document all contract performance issues resulting from the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2. STANDARD. The performance standard is that the Government receives no more than one (1) contract performance issue per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

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 contract performance issue.
   (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 the COR file.
(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 contract performance issues 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.

II. PRICING

VALUE ADDED TAX (HST, GST, PST, QST, etc.).
Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Value in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

All prices included in this contract are in Canadian Dollars and must include all direct and indirect costs, materials, equipment, overhead and profit. No additional payments shall be made under this contract. The Offeror is required to complete the pricing table below:

<table>
<thead>
<tr>
<th>Description</th>
<th>CAD $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total contract price excluding VAT:</td>
<td></td>
</tr>
<tr>
<td>Value Added Tax (HST, GST, PST, QST, etc.):</td>
<td></td>
</tr>
<tr>
<td>Grand Total Firm Fixed Price including VAT:</td>
<td></td>
</tr>
</tbody>
</table>
A. GENERAL

1. The existing BAS at the U.S. Embassy located in Ottawa, Canada was installed when the building was constructed over 20 years ago. In the time since then technology has improved dramatically and the manufacturer of the BAS, Trane, has stopped producing the controllers that were installed in favor of controllers that utilize current day technology and open communication protocols. It is no longer possible to procure these controllers to replace existing controllers when failures occur. Due to a lack of spare parts and technological obsolescence the U.S. Government has a need to upgrade the existing BAS to current standards using new software and controllers.

2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel as well as all transportation, tools, instrumentation, equipment and supplies required to perform the BAS upgrade work defined in this Statement of Work. The Contractor shall provide the services of qualified, trained, manufacturer certified BAS engineers and BAS technicians to upgrade the existing BAS.

3. The Contractor shall also provide further onsite evaluation of the overall functionality of the BAS based on known issues, concerns and input provided to the Contractor by the Facility Manager and Facility Maintenance Staff.

4. All work shall be accomplished in a manner which conforms to the intent of all applicable policy, procedures, and directives; causes no damage to buildings or property; endangers none of the building occupants or workers during these tasks; and leaves the areas safe for occupancy.

5. Performance Period: The performance period of this contract shall be one hundred and eighty (180) calendar days from the Notice to Proceed.

6. Contracting Officer’s Representative (COR) and COR’s Subject Matter Expert (SME):

   a. The Contracting Officer will assign a COR at the time the contract is awarded to manage the Contract. All project related activities and coordination shall be addressed through the COR.

   b. The COR will assign a SME at the time the Contract is awarded to address technical details related to the work.

   c. If, while in the process of fulfilling the requirements of this Statement of Work, the Contractor is denied access to spaces, equipment or systems covered by this Statement of Work or is in any other way hindered from fulfilling the requirements of this Statement of Work, the Contractor is required to contact the COR and/or the SME to report the problem and request assistance. To the extent possible, the COR and/or SME will attempt to provide assistance or offer alternative approaches to fulfilling the Statement of Work requirements so that the Contractor can fulfill their obligations.

   d. The COR and SME do not have the authority to obligate or to change the terms / conditions associated with the Contract. If the Contractor receives direction from any source that changes contract requirements or exceeds the scope of the Contract, the Contractor shall immediately notify the Contracting Officer in writing with a detailed explanation of the change requested and an estimate of any additional costs. At no time will any additional expenses, beyond those included in the signed Contract, be honored without the Contracting Officer's approval.
B. STATEMENT OF WORK

1. General: The Contractor shall upgrade the existing BAS installed at the US Embassy located in Ottawa Canada. This shall be done by retrofitting the existing legacy Trane Tracer Summit BAS with new BACnet based Trane Tracer SC+ controllers and Trane Tracer Ensemble software.

2. BAS Inventory: The existing BAS consists of the following components:
   a. Three (3) Operator Work Stations (OWS) – Running Trane Tracer Summit Version 17.00.0184, Service Pack 13
   b. Five (5) Building Control Units (BCU)
   c. Seventeen (17) Universal Programmable Control Modules (UPCM)
   d. Three hundred and thirty-nine (339) Unit Control Modules (UCM II – VAV Box Controllers)
   e. Twenty-Seven (27) Terminal Unit Controllers (TUC – Fan Coil Unit Controllers)
   f. Fourteen (14) Time Control Modules (TCM – Lighting Control)

3. Monitored/Controlled Equipment: The following is a list of the major systems monitored and controlled by the existing UPCM controllers:
   a. UPCM-33: AHU-1
      (Located in the Penthouse near AHU-1)
   b. UPCM-34: AHU-2
      (Located in the Penthouse near AHU-2)
   c. UPCM-35: AHU-3
      (Located in the Penthouse near AHU-3)
   d. UPCM-36: AHU-4
      (Located in the Penthouse near AHU-4)
   e. UPCM-37: AHU-5
      (Located in the Penthouse near AHU-5)
   f. UPCM-38: AHU-6
      (Located in the Penthouse near AHU-6)
   g. UPCM-39: AHU-7
      (Located in the Penthouse near AHU-7)
   h. UPCM-40: AHU-8, EF-1, EF-2
      (Located in Room 01-16)
   i. UPCM-41: AHU-9, Lighting Control
      (Located in Room 01-11)
   j. UPCM-42: AHU-10, FCU-3, Chilled Water System, Hot Water System
      (Located in the Basement near AHU-10)
   k. UPCM-43: Electrical System, Sewage Ejector Pumps, Sump Pumps, Emergency Generator Ventilation, Fuel Oil System, Atrium Smoke Control System
      (Located in Mechanical Room BS-07)
   l. UPCM-44: Smoke Control Interface Panel, Fire Pump, Jockey Pump
      (Located in Sprinkler Room BS-03)
   m. UPCM-45: Smoke Control Interface Panel
      (Located in the Master Fire Command & Control Center)
   n. UPCM-46: AHU-11
      (Located near AHU-11)
   o. UPCM-47: IAQ Panels 1 & 2, Air Flow Measuring Stations AHU-1 & AHU-2
      (Located in the Penthouse near BCU-1)
   p. UPCM-48: IAQ Panels 3 & 4, Air Flow Measuring Stations AHU-3 & AHU-4
      (Located in the Penthouse)
q. UPCM-49: Chilled Water System, Hot Water System  
(Located in the Basement near the Hot Water Control Panel)

4. Upgrade Work: In order to upgrade the existing BAS the following work will need to be done:

   a. Supervisory Level Controller Replacement: The Five (5) BCU controllers will need to be replaced with the most current version of the equivalent supervisory level controller manufactured by Trane. At this time this would be the Trane Tracer SC+ network management controller. Any software drivers, licenses, miscellaneous cables or parts required to do this shall also be provided.

   b. Building Level Controller Replacement: The seventeen (17) UPCM controllers will need to be replaced with the most current version of the equivalent building level controller manufactured by Trane. At this time this would be the Trane Tracer UC600 programmable controller. In addition to the programmable controllers, expansion modules shall be used if needed to provide enough inputs and outputs for all the points being transferred from the UPCM controllers. Any software drivers, licenses, miscellaneous cables or parts required to do this shall also be provided.

   c. Application Specific Controller Integration: The existing UCM, TCU and TCM controllers will not be replaced. The existing Comm3/4 networks associated with these controllers shall be integrated into the upgraded BAS using Comm3/4 to Tracer SC Communication Bridges through the new supervisory level controllers. Any additional controller components, drivers, software, converters, interfaces, licenses, or other parts needed to do this shall be provided if needed.

   d. Operator Work Station Re-Use: The three existing OWS will be reused. The Contractor shall perform a clean operating system installation and configure each OWS with all of the software and drivers required to provide, at a minimum, the same functionality that currently exists. The latest version of the Trane Tracer Ensemble software will be installed on these computers along with any additional software required to configure, modify and program the new Trane supervisory level controllers and building level controllers. Each computer shall be encrypted with Department of State (DOS) approved encryption software (SecureDoc by WinMagic) and protected with DOS approved anti-virus software (Notron anti-virus by Symantec). In addition, any software drivers, licenses, and miscellaneous cables, dongles, converters, hardware keys or parts required to provide this functionality and connect to the BAS network/controllers shall also be provided.

   e. Graphic Screen Migration / Creation: The Contractor shall migrate the BAS Graphic Screens for all of the systems controlled and/or monitored by the existing BAS from the Trane Tracer Summit software to the Trane Tracer Ensemble software. Any graphic screens which cannot be migrated shall be recreated for use with the new software. The new graphic screens will duplicate the existing graphic screens. These BAS Graphics shall be installed on the computers associated with systems controlled or monitored. The existing BAS includes one thousand four hundred twenty one (1,421) graphic screens.

   f. Licensing: All software and hardware shall be licensed directly to the “United States Department of State” by the associated manufacturer. Licensing shall not be through or dependent on the Contractor or any intermediary entity, without exception.

   g. Routers, Switches and Other Network Components: The Contractor shall provide all necessary network components to include but not limited to routers, switches, hubs, repeaters, media converters and end of line terminators necessary to provide a complete and functional BAS network.
h. Network Wiring / Cabling: Network wiring / cabling shall meet the requirements specified by the BAS manufacturer and shall be installed according to the manufacturer’s recommendations. Existing network wiring / cabling may be reused if it meets these requirements. Existing network wiring / cabling that does not meet these requirements shall be removed. Any additional network wiring / cabling required to provide a complete and functional BAS network shall be provided. Any new network wiring / cabling provided shall be installed in conduit and run separately from all other wiring / cabling.

i. Communications Protocol: All new supervisory level controllers, building level controllers and operator work stations shall communicate utilizing the BACnet communication protocol, BACnet/IP or BACnet MS/TP as appropriate, and shall conform to the ASHRAE 135-2012 standard.

j. Networking Restrictions: Wireless communications (e.g. Wi-Fi, Bluetooth, Zigbee, cellular) of any type are not allowed. The BAS cannot be connected to OpenNet. The BAS cannot be connected to the Internet using a Dedicated Internet Network (DIN). Remote access is not allowed. It shall not be possible to interact with the BAS from any location outside of the Post compound.

k. Re-use of and Addition to BAS Infrastructure: Existing sensors, control devices, enclosures, power circuits, power supplies, transformers, cables, wire and conduit shall be reused where possible. Where reuse is not possible, the Contractor shall provide any new sensors, control devices, enclosures, power circuits, power supplies, transformers, cables, wire and conduit required to provide a complete and functional BAS.

l. Point Validation and Calibration: The Contractor shall perform a Point-to-Point checkout of the Hardware Points that are transferred from the Trane Tracer Summit UPCM controllers to the new BAS building level controllers. It is estimated that there are 380 points that will need to be checked and calibrated / adjusted. The Contractor shall evaluate any issues found, determine the cause of any malfunction and attempt to repair each problem. In cases where it is not possible to fix a given problem the Contractor shall document the issue in detail, propose a solution and identify any parts that are needed. Except where specifically noted, parts shall be replaced in-kind or shall be of greater quality and specification than the parts being replaced.

m. Programming and Configuration: The new controllers installed shall be configured and programmed to provide, at a minimum, the same functionality that is described in the As-Built Sequences of Operation and the same trending that currently exists. The new programming shall address any issues found with the existing Sequences of Operation and the implementation of these sequences in the UPCM/BCU controller programming. Input from Facility Maintenance Staff and the SME shall also be incorporated into the new programming.

n. User Account Creation: Access to the BAS must be provided through the use of password protected user accounts. Each user shall have an individual User ID, User Name, and Password for the encryption software, operating system software and BAS software installed on each BAS OWS and Server at Post.

1) Delete all existing user accounts and any default manufacturer user accounts if any still exist after installation of the new software.
2) Create new user accounts for the Facility Manager and for Facility Maintenance Staff designated by the Facility Manager. The use of generic or common user accounts is not allowed.
3) Facility Manager accounts shall be assigned full Administrator capabilities, including the ability to create, modify and delete other user accounts.
4) Facility Maintenance Staff accounts shall be assigned discreet levels of functionality and permissions consistent with the associated user’s role.
This shall limit users’ control, display and data base manipulation capabilities to those which the user requires access. These accounts will not have the ability to create, modify or delete other accounts.

5) “BAS Support” user accounts shall be created and shall be assigned full Administrator capabilities. These accounts shall be configured in such a manner that they cannot be deleted by an account that does not have administrator rights. These accounts shall be called “BAS Support”. The Contractor will utilize a random password generator to create a 64 character password for these account and the password shall be set up to not expire. These user accounts are the only exception allowed to the password use and complexity rules described below. The passwords for these accounts shall be provided to OBO “BAS Support” only and no one else.

6) The software shall be configured to apply the following password use and complexity rules:

a) A password must contain 12 or more characters
b) A password must contain a mix of characters from at least three of the following categories: uppercase (A-Z), lowercase (a-z), numeric (0-9), and special (non-alphanumeric)
c) A password cannot be the same as the associated user account name
d) A password cannot be a single name or single word
e) A password must not be generic in nature (e.g., “admin” or “system”).
f) The maximum password length shall be at least 64 characters
g) Passwords shall be good for a minimum of 1 day and shall expire after 60 days
h) Users shall be required upon login to immediately change initial and temporary passwords
i) Users shall be prompted to change their passwords starting 14 days prior to the password expiration date
j) Encrypt passwords during transmission and storage
k) Maintain a password history for each user of at least 24 passwords; passwords in this list cannot be reused.
l) Automatically logout user when there has been no keyboard or mouse activity for 15 minutes.

o. Project Deliverables: The Contractor will provide to the U.S. Government all deliverables which are described within this Statement of Work, for review and approval.

5. Miscellaneous Supplies: In addition to the major parts called for in this Statement of Work, the Contractor will be responsible for procuring miscellaneous supplies necessary to complete a functional installation. (e.g. connectors, wire, fasteners, waterproof fittings…) Care should be exercised identifying and procuring items that cannot be expected to be reliably procured locally.

6. Spare Parts: Provide 10 percent extra replacements for all sensors, relays, control transformers, actuators, controllers, expansion I/O blocks/controllers, network interface modules, routers, switches, and other items of each type/model/size installed as part of this Statement of Work. If 10 percent is less than one, provide one. If 10 percent is greater than ten, provide ten.

7. Recovery of Existing Hardware for Transfer to OBO: The Contractor shall recover and package all existing Trane Tracer Summit BCU supervisory level controllers, UPCM building level controllers and associated expansion modules removed as part of this work, for shipment to OBO/CFSM/FAC/PS “BAS Support”. Care shall be taken in the removal and packing of the BAS equipment to avoid causing damage during both the
removal process and the shipping process. Arrangements shall be made with Post to send the packaged BAS equipment by Diplomatic Pouch to OBO for use as spare parts.

8. Training: Provide Facility Maintenance staff with a minimum of 16 hours of hands on training in the operation and maintenance of the BAS. Training shall include:

   a. System start-up and shut down.
   b. Creating and reading trends and reports.
   c. Identifying, acknowledging, troubleshooting and clearing alarms.
   d. Modifying set points for major control function variables used to control, fans, air handling units, heating/cooling systems and other building system components.
   e. Setting up and verifying the correct parameters for variable frequency drives.
   f. Trouble shooting system communications and sensor problems.
   g. Replacement of failed controllers.
   h. BAS OWS backup and restoration procedures.
   i. Special training for system administrator only: Creation and removal of OWS user accounts.

9. In addition to the work described above, while at Post the Contractor shall perform the following activities:

   a. Inventory Retention (Report (Deliverable 003) - Attachment A): While at Post the Contractor shall take inventory of the entire BAS.

      1) Inventory data collection shall include the following information:

         a) The quantity and locations of BAS OWS / Servers and the software (including version information) installed on each of these OWS / Servers. (e.g. Operating System, BAS software, production software, encryption software…)
         b) Floor plan drawings shall be provided which show the locations of each OWS, server, hub, router, switch, repeater, building level controller and supervisory level controller.
         c) A table providing the following details about the BAS. This table shall include the following six (6) columns:

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

         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 PDF 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.
3) The intent of this requirement is to take a full inventory of the BAS and to document all of the programming and physical hardware points in the BAS.

b. User Account Retention (Report (Deliverable 003) - Attachment B): For each BAS OWS and Server at Post the Contractor shall:

1) Create a listing of the user accounts that exist within the 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 the BAS at Post.
2) The Contractor shall not collect password information for individual user accounts.
3) 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. Type of User Account (e.g. Administrator, Standard User…)
iv Account permissions associated with User Account.

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. Type of User Account (e.g. Administrator, Standard User…)
iv Account permissions associated with User Account.

c) The Encryption Software 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. Type of User Account (e.g. Administrator, Standard User…)
iv Account permissions associated with User Account.

c. Installation Software Retention (Report (Deliverable 003) - Attachment C): The Contractor shall provide copies of the installation disks for all software installed, including BAS Software and Drivers. Facility Maintenance staff shall have all of the software required to rebuild an Operator Work Station, Server, Supervisory Level Controller or Building Level Controller from scratch, in the event of a hardware failure.

d. BAS Backup Retention (Report (Deliverable 003) - Attachment D): The Contractor shall, once work at Post has been completed, create a current backup of the data, programming, graphics, settings, license files, and any other files necessary to restore a controller, Operator Work Station (OWS; Desktop or laptop computer) or Server for the BAS installed at Post.
1) Each backup shall be configured to allow Facility Maintenance staff to recover the associated BAS if there is a failure.
2) Step by step instructions on how to recover a controller, OWS or Server shall be included with each BAS backup.

e. BAS OWS / Server Cloning (Report (Deliverable 003) - Attachment E): The Contractor shall, once work at Post has been completed, clone the hard drive of each BAS Operator Work Station / Server.

1) It shall be possible to swap a hard drive with the associated cloned hard drive to restore full functionality in the event of a hard drive failure. Step by step instructions on how to do this shall be included with the cloned hard drives.
2) One (1) hard drive clone shall be created for each OWS / Server at Post. The cloned hard drives shall be turned over to the Post Facility Manager for safe keeping.

C. DELIVERABLES

1. General Deliverable Requirements

a. General: The Contractor shall be responsible for producing submittals, schedules and reports documenting work and activities performed while on site. Each deliverable required by this Statement of Work shall be submitted to the Facility Manager / COR at Post and also to OBO/CFSM/FAC/PS - “BAS Support” for review and approval. Failure by the Contractor to provide submissions to either party will result in a delay of payment. For each deliverable submission:

1) Two (2) sets of Deliverable Disk(s) shall be created.
2) One (1) set of Deliverable Disk(s) shall be submitted by the Contractor to the Post Facility Manager / COR.
3) One (1) set of Deliverable disk(s) shall be submitted by the Contractor to OBO/CFSM/FAC/PS - “BAS Support”.

b. Document Creation and Handling Requirements: Each submission shall consist of the appropriate documentation, as required by this Statement of Work.

1) Drawings and other documents prepared for or used for this work shall become the property of the U.S. Government. The U.S. Government reserves the right to reproduce, in part or whole, the deliverables for internal purposes.
2) It is not acceptable for the Contractor to spend time at Post preparing formal deliverables such as Reports, Submittals or Operation & Maintenance Manuals. Information required to create these deliverables shall be gathered while at Post and utilized by the Contractor to create the required deliverables at the Contractor’s place of business.
3) All Contractor deliverables shall be provided as electronic media. No paper deliverables are required.

a) Electronic media shall be provided to the U.S. Government on read-only CD and/or DVD disks.
b) Multiple deliverable items shall be provided on as few CD or DVD disks as possible to reduce the number of disks required to create a deliverable.
c) USB thumb drives or other forms of removable, re-writeable media are not allowed.

d) Each individual deliverable shall include a Transmittal Number for tracking purposes. The Transmittal Numbers shall be formatted XXXXXXXXXXXXXXX-YYY (Rev Z):

i. XXXXXXXXXXXXXXX represents the Contract Number which the deliverable is associated with.

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

iii. 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.

iv. 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.

4) 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.

a) The Post location.
b) The Contract number.
c) The Contractor’s name.
d) The Transmittal Number associated with the deliverable.
e) The date when the deliverable was created.
f) The classification marking.
g) The name(s) of the deliverable(s) that has (have) been burned onto the disk.
h) 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 text file shall be included in the root directory which provides a list of the deliverables included in each directory.

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

a) Any documents generated using Microsoft Office products shall be submitted utilizing Microsoft Office file formats that are backwards compatible with Office 2010.

b) Any drawings included in the documentation provided shall be submitted utilizing the AutoCAD file format (*.dwg files) and shall be backwards compatible with AutoCAD 2013.

c) Project Execution Schedules provided shall be submitted utilizing the Microsoft Project file format (*.mpp files) and shall be backwards compatible with Project 2010.

d) The quality of electronic media prints and plots will, at a minimum, be 600 dpi.

e) All documentation shall be provided in the English language.
f) All documents shall include a Table of Contents. The Table of Contents shall include all sections of the document and any attachments included with the document.

g) The pages in all documents shall be numbered. The numbering in the associated Table of Contents shall be coordinated to ensure the correct page numbers are used.

h) Numeric values shall be provided in both Imperial and Metric units of measurement.

i) 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.

6) Drawings 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.

   a) Each drawing shall have a title indicating the type of information depicted on the drawing and the associated system monitored / controlled.

   b) The Table of Contents for drawings shall include drawing titles and numbers.

   c) A Legend and List of Abbreviations shall be included as part of the drawing sheet package.

   d) Drawings shall distinguish clearly between demolition, new work and existing conditions.

c. Existing Documents, Drawings Availability & Classification: Drawings and other documents, related to applicable equipment, that are on file at Post or OBO will be made available to the Contractor if they exist. Any red-lining or annotations of existing drawings / documentation provided by Post or OBO shall be reviewed for re-classification in accordance with the “Security Classification Guide for the Design and Construction of Overseas Facilities”.

2. Project Execution Schedule (PES) (Deliverable 001) – The Contractor shall submit to the COR and the Post Facility Manager a Project Execution Schedule (PES) for review. The PES will provide a reference plan of execution for the contract, forecast final project completion, and assure coordination of the work between Post, the Contractor’s staff and personnel, the material suppliers, and all other parties associated with the work.

   a. The PES shall include the following tasks and milestones:

   1) Contract Award
   2) PES Preparation
   3) PES Submissions, Reviews and Resubmissions
   4) Building Automation System Submittal Preparation
   5) Building Automation System Submittal Submissions, Reviews and Resubmissions
   6) Procurement of Parts and Materials
   7) Shipping of Parts and Materials
   8) Mobilization
   9) Construction Activities
   10) Testing and Verification
   11) Punch List Activities
12) Demobilization
13) Substantial Completion
14) Report Preparation
15) Report Submissions, Reviews and Resubmissions
16) Operation & Maintenance Manual Preparation
17) Operation & Maintenance Manual Submissions, Reviews and Resubmissions
18) Final Acceptance
19) Start of Warranty Period
20) End of Warranty Period

b. The schedule shall include each task, specifically linked together in a logical manner, which clearly identifies the critical path of the work and the sequence of construction for all planned activities.

c. The schedule shall be broken down to the task and activity level for all activities required by this Statement of Work. The schedule shall include all milestone activities (e.g. material delivery, submittal preparation start and completion...). 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).

d. The schedule shall include in the header field the contract number, project 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.

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

1) Outages  
2) Testing  
3) Access to Restricted Areas  
4) Start / End Dates on Site  
5) Post Briefings

f. The Contractor shall update the PES on a monthly basis to incorporate schedule changes and the actual progress of the work.

3. Building Automation System (BAS) Submittal (Deliverable 002): The Contractor shall provide a BAS Submittal for review and approval prior to the purchasing of parts or the start of work activities at Post. The BAS Submittal shall be complete in every respect, and shall be provided as a single package. Partial submittals will be rejected and will not be reviewed. At a minimum each BAS Submittal shall include:

a. Task List: A list of tasks the Contractor will be performing.
b. Coordination List: A list of anything the Contractor will be relying on Post to do or coordinate for them.
c. Description of Impact on Post Operations: The Contractor shall provide a description for Post of the impact this work will have on Post operations to help coordinate the effort.
d. Control Diagrams: Control diagrams for each system controlled or monitored shall be provided on an individual and separate drawing complete with a schematic diagram, a bill of materials, a sequence of operation and tagging information.
1) Schematic diagrams shall show each sensor and control device associated with that system and the individual components associated with the system. (e.g. fans, pumps, coils, dampers, valves...) Sensors, control devices and system components will be shown on the schematic diagrams in the relative position where they are actually installed.

2) Control points shall be labeled with their associated point tagging information. Sensors and control devices shall be graphically shown, with wiring. Power, signal and control wiring shall be shown.

3) Control diagrams shall include set points, reset ranges, throttling ranges, differentials, operating ranges and failure positions.

4) Each diagram shall be representative of one (1) system. The Contractor will not utilize one diagram to represent more than one system, even if they are identical.

e. Control Panel Diagrams: Scale drawings of control panel layouts, both inside and face plate, which show all components installed. Include labeling, mounting locations and terminal strip termination information.

f. Sequences of Operation:

1) Provide on the control diagram for each system a complete written sequence of operation pertaining to the diagram.

2) Write sequence in similar steps to the sequence of operation presented in the existing As-Built Documents. At a minimum, all control processes shall be clearly shown in a text narrative form. Sequences shall be written in the contractor’s own words in order to demonstrate a clear understanding of how the system is to operate and to be specific to the control system equipment used. Copying / duplication of the sequences presented in the existing As-Built documentation is not acceptable.

3) 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 while evaluating the existing programming, but not previously documented.

4) Incorporate device tags from the Control Diagrams and Point Lists into the sequences.

g. Point Lists (Sensor / Device Tag Schedules): Provide Point Lists that at a minimum indicate sensor / device type, tag identifier, terminal connection points for wiring on the controller, BAS software point name, complete BAS point address and BAS expanded point description. BAS software point names and associated BAS expanded point descriptions shall incorporate the device tags used. A separate point listing shall be provided for each Controller.

h. Wiring Diagrams:

1) Terminal Wiring Diagrams: Complete point-to-point terminal drawings shall be provided for each controller and the electrical devices connected to the system controls. Include voltage, currents, and terminal strip termination information. Power, signal, interlock and control wiring shall be shown.

2) Ladder Wiring Diagrams: Wiring diagrams which show all wiring associated with a power source, transformer or power supply in a “ladder” format. Include voltage, currents, and terminal strip termination information.

3) Composite Wiring Diagrams: Submit complete, detailed control and interlock wiring diagrams. Show mechanical and electrical equipment and
all electrical interlocks, indicating terminal designations for all equipment. Clearly differentiate between factory-installed and field-installed wiring. Include voltage, current, and terminal strip termination information. This shall include Motor Starters, Variable Frequency Drives, Chiller Control Panels, Boiler Control Panels and other equipment interfaces used.

4) Sensor and End Device Diagrams: Submit typical detail drawings for each sensor and end device used. These detail drawings shall show installation details and sensor / end device wiring, including terminal designations.

i. Communication Riser Diagrams:

1) Provide a Riser Diagram showing the various LANs that constitute the BAS Communication Network. Distinguish between different forms of media. (e.g. Fiber, Category 5e, shielded twisted pair, coaxial cable…) Each LAN shall be identified and distinguished from each other. Label each LAN according to its designated LAN address. The protocol, baud rate, and type of each LAN shall also be included.

2) Show each OWS, server, printer, hub, router, switch, repeater, controller, and protocol translator that is connected to the BAS Communication Network.

3) Each component that is shown shall include a name that is representative of how it will be identified in the BAS. The manufacturer’s product name and model number shall also be shown.

4) Each OWS, server, controller and network component shall be shown on the Riser Diagram in the order that they are actually physically connected to the network.

j. Floor Plan Drawings: Provide floor plans that show the location of each OWS, server, building level controller, supervisory level controller, hub, router, switch, repeater, gateway and any other network devices used by the BAS. Indicate network number, device ID, address, device instance, MAC address, drawing reference number, and type for each computer, controller and network device.

k. Valve Schedule: Provide a valve schedule indicating valve model number, body type, calculated required Cv, actual valve Cv factor, valve failure position, actual pressure drop, actuator model number, and valve pressure shutoff rating.

l. Damper Schedule: Provide a damper schedule indicating duct size, damper size, damper type, damper model number, damper torque requirements, loaded damper operator full rotation time, damper actuator type, quantity of actuators per damper, damper actuator model number and damper failure position.

m. Comprehensive Bill of Materials: A Complete Bill of Materials for equipment to be used indicating: device types, quantities installed, manufacturer, model number and submittal page number for the associated Product Data.

n. Product Data: Include manufacturer's technical literature for every part used in the BAS. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.

1) Include technical data for Operator Work Station equipment, interface equipment, control units, transducers / transmitters, sensors, end devices, actuators, valves, relays / switches, control panels, operator interface equipment and anything else used as part of the installation.

2) When a manufacturer’s data sheet refers to a series of parts rather than a specific part model, data specifically applicable to the project shall be highlighted or clearly indicated by other means. Mark catalog sheets which
show two or more devices or models types of a part to indicate the specific model and the associated options and accessories being used.

3) Control System Software Information:

   a) Include technical data for BAS Software, operating system software, operator interface, color graphics, and other third-party applications.
   b) Submit all licensing information for all software installed on the Operator Work Stations. (servers, desktop computers and laptops.)
   c) Submit all licensing information for all hardware that requires licensing. (e.g. supervisory level controllers, building controllers, interface cards...)

4. Report (Deliverable 003): The Contractor shall be responsible for providing a detailed Report after completion of the work at Post. The Report shall include, at a minimum, the following:

   a. Executive Summary: A narrative of the work performed, up to two pages long, shall provide background on the project, how the project went, and a brief description of major activities undertaken.
   b. Activities Performed: A table listing all Activities Performed while at Post. The table shall include the following two (2) columns:
      1) Date Activity was performed
      2) Description of Activity that was performed
   c. Deficiency Summary List: A table listing all the Deficiencies identified while performing work 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 the Deficiency – “Open” or “Closed”
      4) This column shall include a reference to the unique designator associated with the Corrective Action description for any Deficiency that has a status of “Closed”. A description of the Corrective Action taken shall be provided in the body text of the “Corrective Actions” section in the Report. The unique designator shall point to where in the Report the description of the Corrective Action is located.
      5) Date Corrective Action was taken
      6) This column shall include a reference to the unique designator associated with the Proposed Solution description for any Deficiency that has a status of “Open”. A description of the Proposed Solution shall be provided in the body text of the “Proposed Solutions” section in the Report. The unique designator shall point to where in the 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 Summary List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency Summary 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) If the Corrective Action involved revisions to the associated Sequence of Operation, include the revised Sequences.
   
b) If the programming was changed to correctly implement the existing Sequence of Operation, describe the changes that were made to the programming.
   
c) If point or system override(s) were removed or added to the system in order to allow for proper system operation, identify the point(s) or system override(s) that were modified and describe the reason for removing or adding the override(s).
   
d) If the Sequences of Operation were modified in order to meet new conditions at Post, describe the changes that were made to the Sequences.
   
e) If the BAS hardware installation was modified, clearly indicate what was changed. (e.g. wiring, sensors, end devices, operators, the network, controllers…)

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 by the Contractor to resolve “Open” issues listed in the Deficiency Summary List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency Summary 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 five (5) 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 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
f. Spare Part Schedule: The Contractor shall create a Spare Part Schedule listing the spare parts the Contractor recommends Post keep on site. The 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 (e.g. Locally Available, Commercially Available, Authorized Reseller Only…)

g. Expendable Part Replacement Schedule: The Contractor shall create an Expendable Part Replacement Schedule listing all Expendable BAS Parts installed. The 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 (e.g. Locally Available, Commercially Available, Authorized Reseller Only…)

h. Contractor’s Staff: A section that identifies the Contractor’s staff that was involved in the preparation of deliverables and in performing work at Post. This shall include the following information:

1) Full Name
2) Company Name
3) Job Title
4) Role in Project
5) Work Phone Number
6) Work Email address
7) Work Mailing address

i. 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
j. FM Staff Assistance: A section that identifies any Facility Maintenance Staff at Post that assisted the Contractor in performing the work at Post. 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

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

l. Attachments:

1) Attachment A; (See SOW Section B.9.a) – Inventory Retention: Documentation that contains the inventory information collected for each BAS installed at Post.
2) Attachment B; (See SOW Section B.9.b) – User Account Retention: Documentation that contains the user account information collected for each BAS installed at Post.
3) Attachment C; (See SOW Section B.9.c) – Installation Software Retention: Disks which contain the installation software used to install each BAS at Post.
4) Attachment D; (See SOW Section B.9.d) – BAS Backup Retention: Disks which contain the BAS backups created for each BAS installed at Post.
5) Attachment E; (See SOW Section B.9.e) – BAS OWS / Server Cloning: Hard drives containing clones of each BAS OWS / Server installed. (Provide cloned hard drives to Post Facility Maintenance Group only, not to OBO “BAS Support”. Provide letter to OBO “BAS Support” that certifies cloned hard drives have been provided to Post.)

5. BAS Operation & Maintenance (O&M) Manual (Deliverable 004): Upon completion of the work, the Contractor is responsible for providing O&M Manuals that accurately reflect the final As-Built state of the BAS. Work is being performed which modifies the existing BAS hardware / software configuration and programming and these changes shall be incorporated into the existing BAS O&M Manual. A PDF of the existing O&M Manual shall be provided to the Contractor for alteration.

a. The O&M Manual shall include all of the information required by the “Building Automation System (BAS) Submittal (Deliverable 002)”, updated to reflect the final As-Built conditions when work is complete.

b. In addition, each O&M Manual shall include:

1) General troubleshooting and repair instructions.
2) Specific and explicit installation, troubleshooting, calibration, maintenance and repair instructions for each sensor, end device, controller, network device, interface device, Operator Work Station and Server.
3) Inspection periods, cleaning methods, cleaning materials recommended, and calibration tolerances.
4) Calibration records, testing records, lists of set points, differentials, alarm limits, alarm instructions, time schedules and a list of addresses for controllers, Server, OWS and network devices.
5) BAS User Guides and Installation Manuals for each controller type; for all OWS / Server hardware and software; and OWS / Server peripherals.
6) BAS advanced Programming Manuals for each controller type and for all OWS / Server software.
7) A PDF printout of the BAS Programming and the Graphic Screens.
8) Any BAS Software and/or Hardware Licenses associated with the work. Licenses shall be fully documented and information provided in a manner that will allow Post to work directly with the BAS Manufacturer.
9) Training Materials used to train the Facility Maintenance Staff including an outline of training topics, agenda, sign-in sheet, and presentation material.

c. The existing O&M Manual shall be altered by the Contractor to remove O&M data about components that are no longer used and to incorporate O&M data for new components added by this project.
d. In cases where existing BAS Drawings are not available in CAD, the Contractor shall produce BAS CAD Drawings for existing drawings that are modified by the work being performed. PDFs of these modified drawings shall be inserted into the existing O&M Manual BAS drawings to replace the outdated drawing pages.

6. Deliverable Submission and Review Schedule

   a. Project Execution Schedule (PES) (Deliverable 001; See SOW Section C.2): The initial PES must be submitted within twenty (20) business days of the Notice to Proceed. Subsequent PES shall be submitted on the first Monday of every month throughout the duration of the contract. The COR will review each submission and respond within fifteen (15) business days of receipt of each PES regarding further action or revisions, if any are required.

   b. Building Automation System (BAS) Submittal (Deliverable 002; See SOW Section C.3): The BAS Submittal must be submitted within forty (40) business days following the Notification to Proceed. The COR will review each submission and respond within fifteen (15) business days of receipt regarding further action or revisions, if any are required.

   c. Report (Deliverable 003; See SOW Section C.4): The Report must be submitted within forty (40) business days following completion of work at Post. The COR will review each submission and respond within fifteen (15) business days of receipt regarding further action or revisions, if any are required.

   d. BAS Operation & Maintenance (O&M) Manual (Deliverable 004; See SOW Section C.5): The O&M Manual must be submitted within forty (40) business days following completion of work at Post. The COR will review each submission and respond within fifteen (15) business days of receipt regarding further action or revisions, if any are required.

   e. Review and Approval Cycles: For each deliverable submitted for review and approval, the Contractor shall anticipate a minimum of three iterations.

    1) The first iteration will be the initial submission of the deliverable.
    2) The second iteration will be a re-submission of the deliverable that addresses review comments provided to the contractor by the COR.
    3) The third iteration will be a second re-submission of the deliverable that addresses any outstanding review comments.
    4) If after three reviews of a deliverable the Contractor has been unable to provide a deliverable that can be approved, a meeting shall be held between the COR, CO and Contractor to establish a path forward.

7. Retention of Deliverables and Other Data by the Contractor
a. All documentation, deliverables, backups, user account information and other data gathered and/or created by the Contractor as part of this project shall be retained by the Contractor for a period of fifteen (15) years after the completion of the project. This data shall be stored as electronic media.

b. 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.

c. 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 U.S. Department of State.

d. The Contractor shall make this data available to OBO and/or Post upon request of the U.S. Government.

D. EXECUTION

1. Site Requirements

   a. Site Visit Coordination: The Contractor shall coordinate the scheduling of site visits, site activities and service interruptions with the Post Facility Manager and Post management.

   b. Site Restrictions: All persons at Post working on this project shall report directly to the Facility Manager or General Services Officer upon arrival for a briefing by the Regional Security Officer (RSO), as required. No cameras, computers or other electronic equipment will be permitted at Post without prior approval by the RSO. Other site restrictions will be identified by the RSO.

   c. Service Interruptions: The BAS Contractor shall plan, coordinate, and schedule all BAS site work with the Post Facility Manager. Any and all service interruptions shall be subject to approval by the Post Facility Manager and Post management.

2. Contractor’s Personnel

   a. Project Manager: The Contractor shall provide a competent project manager, satisfactory to the COR, who will represent the Contractor and shall be responsible for the overall management and execution of this Contract. The project manager shall have the authority to act on behalf of the Contractor.

   b. Site Superintendent: The Contractor shall provide a competent Site Superintendent, satisfactory to the COR, who will be present on site at all times during project site activities. The Site Superintendent shall have the authority to act on behalf of the Contractor.

   c. English Competency: Both the Project Manager and the Site Superintendent must possess sufficient knowledge of English that he/she is able to technically communicate with the COR/Post Facility Manager or other technical persons in English.

   d. BAS Personnel: The Contractor shall provide competent BAS engineers, technicians and programmers, satisfactory to the COR, to perform the work and services required by this Contract.

      1) BAS engineers, technicians and programmers shall be trained and certified by the BAS Manufacturer on the Manufacturer’s Product Line being installed. Certifications shall be current and maintained throughout the life of the Contract
2) BAS engineers, technicians and programmers not trained and certified by the manufacturer of the BAS will not be permitted to work on the BAS.

3) 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 services under this Statement of Work. The manufacturer shall certify that each installer has been trained on the proper installation and function of the Manufacturer’s BAS and is an approved installer.

3. Field Quality Control

a. Manufacturer's Field Service: Engage a factory-certified BAS Technician / Programmer to inspect, test and adjust field-assembled components and equipment installation. Testing shall be witnessed by a representative from Post Facility Maintenance Staff. Operational testing, demonstration, and training shall be scheduled with the Post Facility Manager.

b. Field Tests and Inspections: Perform the following field tests / inspections, and submit written test reports.

1) Energize BAS controllers and control components to confirm proper BAS operation.

2) Test and adjust controls and safeties, including interfaces with fire/smoke control system.

3) Test each point through its full operating range.

4) Test each system for compliance with the Sequences of Operation.

5) Test software and hardware interlocks.

c. BAS verification of sensors, end devices and controllers:

1) Verify that only approved sensors and end devices are utilized.

2) Verify that sensors and end devices are installed and properly tagged / labeled before calibration and testing.

3) Check sensors and end devices for proper location and accessibility.

4) Check sensor and end device installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.

5) Check flow sensors. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.

6) Check pressure sensors and pneumatic tubing runs connected to zone differential-air-pressure sensors.

7) Check temperature sensors. Verify they are installed in the correct location and are of the appropriate type and length for the application.

8) Check control valves. Verify that valves are installed in correct direction and that actuators are configured for the correct fail-safe position.

9) Check dampers. Verify that actuators are mounted properly to ducts (alignment) and shafts (do not spin without shaft movement and are ranged properly for fully open/closed position).

10) Check BAS as follows:

a) Verify that wires at control panels are tagged with their service designation and follow existing tagging system.

b) Inspect terminations at each controller and device to make sure all wires are connected according to the wiring diagrams and all terminations are tight.
c) Verify that BAS controllers and computers are protected from power supply voltage surges and fluctuations.
d) Verify that each computer and controller communicates on its respective network(s) correctly.

d. Static Testing, Calibration and Adjustments: After the controllers and devices are installed and power is available to the controls, perform a static checkout of all the points and physically verify functionality. Correct each failed point before proceeding to the dynamic startup. Provide a written description of procedures and equipment for calibrating each type of instrument.

1) Calibrate instruments.
2) Make three-point calibration test for both linearity and accuracy for each analog instrument.
3) Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
4) Control System Inputs and Outputs:
   a) Check analog inputs at 0, 50, and 100 percent of span.
   b) Check analog outputs using milliampere meter at 0, 50, and 100 percent output.
   c) Check digital inputs using jumper wire.
   d) Check digital outputs using ohmmeter to test for contact making or breaking.
   e) Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
5) Inspect the reading of each status switch to verify the BAS reads the open contact and close contact correctly.
6) Command each relay to open and close to verify its operation.
7) Flow:
   a) Set differential pressure flow transmitters for 0 and 100 percent values with 3-point calibration accomplished at 50, 90, and 100 percent of span.
   b) Manually operate flow switches to verify that they make or break contact.
8) Pressure:
   a) Calibrate pressure transmitters at 0, 50, and 100 percent of span.
   b) Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
9) Temperature:
   a) Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
   b) Calibrate temperature switches to make or break contacts.
10) Humidity: Inspect the setup and reading on each humidity sensor against a hygrometer to verify its accuracy.
11) Carbon Dioxide: Inspect the reading on each CO2 sensor using a calibration kit to verify the sensor range accuracy matches the BAS setup.

12) Command each 2-position damper actuator to open and close to verify operation.

13) Command each 2-position valve to open and close to verify operation.

14) Ramp each modulating actuator to 0%, 25%, 50%, 75% and 100% to verify its operation.

15) Stroke and adjust control valves and dampers, following manufacturer's recommended procedure, so that valve or damper is verified 100 percent open and fully closed.

16) Ramp each modulating output signal, such as a VFD speed, to verify its operation.

17) Provide diagnostic and test instruments and gases for calibration of devices and adjustment of system.

18) Test each safety device and hard wired interlock.

19) Test UPS functionality.

20) De-energize the system and re-energize the system to verify that the system returns to normal operation after a shutdown.

e. Dynamic Startup: After verification has been completed, startup each system with the Facility Maintenance Staff. Include the following tests:

1) Start systems using the BAS.

2) Verify that each set point can be met by the system.

3) Change set points and verify system response.

4) Change sensor readings to verify system response.

5) Test safety shutdowns.

6) Verify time delays.

7) Verify mode changes.

8) Adjust filter switches and current switches for proper reactions.

9) Adjust proportional bands and integration times to stabilize control loops.

10) Verify proper alarm annunciation as transitions to an alarm state and return to normal states occur.

11) Verify system and equipment schedules and optimized startup procedures.

12) Verify system trending and reporting.

f. Perform all system debugging and program changes necessary to provide a fully operational system.

g. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

h. Verify graphics are complete and fully operational on BAS desktop and laptop computers.

1) Verify that all graphics at the OWS correspond to the systems as installed.

2) Verify that the points on the screens appear and react properly.

3) Verify that all adjustable set points and manual commands operate from the OWS.

E. “BAS SUPPORT” POINT OF CONTACT AND MAILING ADDRESSES:

1. Anthony Pellegrino and Christopher Tjiattas shall be the Contractor’s points of contact for “BAS Support”. Deliverables related to the work described herein shall be sent to Mr. Pellegrino or Mr. Tjiattas.

2. Addresses for Packages and Mail: Packages / mail shall be addressed as follows.
a. Address for 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 828
ARLINGTON, VA 22209

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

b. Address for 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 828
WASHINGTON, DC 20522-0608
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (DEVIAUTION 2017-02) (JUNE 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 (AUG 2019)

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)


(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 checked as appropriate.]

  (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
  (3a) 52.203-17 Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)
  (5) [Reserved].


(10) [Reserved].


(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.

(iii) Alternate I (Nov 2011).

(iv) Alternate II (Nov 2011).


(13) [Reserved].


(ii) Alternate I (Nov 2011).

(iii) Alternate II (Mar 2004) of 52.219-7.


(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2)and (3)).


(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.


(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—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).


(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)).


(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(ii) Alternate I (FEB 1999) of 52.222-26.

(ii) Alternate I (JULY 2014) of 52.222-35.

(30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C.
793).
(ii) Alternate I (JULY 2014) of 52.222-36.


(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act

(33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

(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

(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.

(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).

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

(47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014)
(ii) Alternate I (May 2014) of 52.225-3.
(ii) Alternate II (May 2014) of 52.225-3.
(iii) Alternate III (May 2014) of 52.225-3.
3301 note).
(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
(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)).
(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award
(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award
(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C.
637(d)(13)).
(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb
(ii) Alternate I (Apr 2003) of 52.247-64.
(iii) Alternate II (Feb 2006) 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).
(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C.
(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price
chapter 67).
(d) **Comptroller General Examination of Record.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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


(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25 Prohibition on Contracting for Certain Telecommunications or Equipment (AUG 2019)
(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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


(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xii) 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.


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


(B) Alternate I (Jan 2017) of 52.224-3.


(xxii) 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.

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

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

(End of clause)
ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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


These addresses 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=2e978208d0d2aa44f89b9502725ecac4e5&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 or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
</tr>
<tr>
<td>52.228-3</td>
<td>WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>FOREIGN FIXED PRICE CONTRACTS (FEB 2013)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)</td>
</tr>
<tr>
<td>52.232-40</td>
<td>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)</td>
</tr>
</tbody>
</table>

The following FAR clauses are provided in full text:
(A) the contractor shall comply with agency personal identity verification procedures identified in the contract that implement homeland security presidential directive-12 (hspd-12), office of management and budget (omb) guidance m-05-24 and federal information processing standards publication (fips pub) number 201.

(b) the contractor shall account for all forms of government-provided identification issued to the contractor employees in connection with performance under this contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the government:

(1) when no longer needed for contract performance.

(2) upon completion of the contractor employee’s employment.

(3) upon contract completion or termination.

(c) the contracting officer may delay final payment under a contract if the contractor fails to comply with these requirements.

(d) the contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a federally-controlled facility and/or routine access to a federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the contracting officer.
The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

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

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

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

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

The Vendor Invoice shall be submitted electronically by email in English to OttawaInvoices@state.gov, referencing the U.S. Embassy Order Number in the “Subject:” of an email. A proper invoice shall include the following information:

☑ Vendor legal name and remittance address
☑ Vendor contact information (Name, Phone, Email)
☑ Task Order/Contract number
☑ Invoice date, invoice number, customer number (if applicable)
☑ Description of goods/services, quantity, price and term of performance corresponding to the contract line items (CLINS)
Applicable taxes outlined separately
Tax registration number
Bill to: U.S. Embassy, Ottawa, ON

New Vendors shall submit an Electronic Funds Transfer (EFT) Registration form to: 
MissionCanadaEFT@state.gov

Incorrect Invoices will be returned to Vendor.

Payment shall be made by Electronic Funds Transfer within 30 calendar days upon acceptance of 
the ordered goods/services and delivery of a correct invoice.

After 30 days, direct payment status inquiries to: MissionCanadaPMT@state.gov

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

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

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

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

(b) When New Year’s Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, 
the following Monday is observed; if it falls on Saturday the preceding Friday 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 contractors accounting policy.

(End of clause)

Note for the prospective Offeror/Contractor:

In addition to legal holidays cited in the DOSAR clause 652.237-72 above, the U.S. Embassy in Ottawa observes the following Canadian public holidays:

- New Year’s Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
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.

(a) The COR for this contract is the Facility Manager.

(End of clause)

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

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

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

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

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

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

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

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

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

   (1) Complying or agreeing to comply with requirements:

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

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

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

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

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

   (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

(End of clause)
SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

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

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

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

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

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

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

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

6. The offeror’s strategic plan for US Embassy Building Automation System Upgrade services to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
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/](http://www.acquisition.gov/far/) or [http://farsite.hill.af.mil/vffara.htm](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:

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.225-25</td>
<td>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)</td>
</tr>
<tr>
<td>52.237-1</td>
<td>SITE VISIT (APR 1984)</td>
</tr>
</tbody>
</table>

The site visit will be held on March 11, 2020 at 09:00 EST at U.S. Embassy in Ottawa at 490 Sussex Drive, Ottawa, ON, K1N 1G8. For additional information or to arrange entry to the building, prospective offerors/quoters should contact ContractsOttawa@state.gov referencing RFQ number and project name in the subject line.

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

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)
SECTION 4 - EVALUATION FACTORS

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

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

- The 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 provision(s) is/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 (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in
SAM accessed through http://www.sam.gov. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___________.

[Offeror to identify the applicable paragraphs at (c) through (u) 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, 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:

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<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
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[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”:  

56
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
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[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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[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:

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[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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[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:

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<th>Line Item No.</th>
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[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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[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.

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<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
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(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.

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

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

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

(3) Taxpayer Identification Number (TIN).

□ TIN: ________________________________.

□ TIN has been applied for.

□ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrument 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 https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(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].

solicitations that require offerors to register in SAM (12.301(d)(1)).

(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

   (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)

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

[Note to Contracting Officer: Only include provision below if this acquisition is estimated to exceed $250,000.]

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 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:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)