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**SECTION 1 - THE SCHEDULE**
**Continuation/Addendum to SF-1449, RFQ Number 19BX6026Q0005**
**PRICES, BLOCK 23**

1.0 DESCRIPTION

The American Embassy in Brunei requires maintenance services for 2 units of U.S. Government-owned generator sets located at Chancery. The services shall result in the generators being in good operational condition when activated.

1.1. TYPE OF CONTRACT

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

1.2. PERIOD OF PERFORMANCE

The contract will be for a one-year period, with two one-year optional periods of performance.

2.0 PRICING

The rates below include all costs associated with providing generator maintenance services in accordance with manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and GST (if applicable) and in accordance with the STATEMENT OF WORK as outlined in Exhibit A.

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

BASE YEAR PERIOD: September 25, 2026, to September 24, 2027

| *CLIN* | *Description* | *type of service* | *No. of service* | *Price per year (B$)* |
|---|---|---|---|---|
| 001 | Generator maintenance services for 352DFEH Cummins including load bank test | Annual | 2 | |
| 002 | Generator | Annual | 2 | |

| | | | | |
|---|---|---|---|---|
| | maintenance services for 28DGBB Cummins including load bank test | | | |
| | Total for Base Year | | | |

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

FIRST OPTION YEAR PERIOD: September 25, 2027, to September 24, 2028

| *CLIN* | *Description* | *type of service* | *No. of service* | *Price per year (B$)* |
|---|---|---|---|---|
| 101 | Generator maintenance services for 352DFEH Cummins including load bank test | Annual | 2 | |
| 102 | Generator maintenance services for 28DGBB Cummins including load bank test | Annual | 2 | |
| | Total for Option Year 1 | | | |

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

SECOND OPTION YEAR PERIOD: September 25, 2028, to September 24, 2029

| *CLIN* | *Description* | *type of service* | *No. of service* | *Price per year (B$)* |
|---|---|---|---|---|
| 201 | Generator maintenance services for 352DFEH Cummins including load bank test | Annual | 2 | |
| 202 | Generator maintenance services for 28DGBB Cummins including load bank test | Annual | 1 | |

| | | | | |
|---|---|---|---|---|
| | Total for Option Year 2 | | | |

| **GRAND TOTAL CONTRACT PRICE, INCLUDING ALL OPTION YEARS** | |
|---|---|
| Base Period Total Price | |
| First Option Year Total Price | |
| Second Option Year Total Price | |
| **GRAND TOTAL FIRM-FIXED PRICE FOR BASE YEAR PLUS ALL OPTION YEARS** | |

3.0 NOTICE TO PROCEED

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

**Continuation/Addendum to SF-1449, RFQ Number 19BX6026Q0005**
**SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**
**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

4.0 SCOPE OF WORK

4.1. The American Embassy in Brunei requires the Contractor to maintain the following generator sets in a safe, reliable and efficient operating condition.

1) One (1) 352DFEH Cummins Diesel Generator Set: 400 KVA, 416/240V, 50Hz, 3 Phase, Wye with One (1) OTPC600 Transfer Switch-Onan Cummins, PwrCmd, 600Amps, 4 Poles and One (1) Remote Annunciator Panel. Location: Chancery Compound

2) One (1) 28DGBB Cummins Diesel Generator Set: 30 KVA, 416/240V, 50Hz, 3 Phase, Wye, with One (1) OTPC300 Transfer Switch-Onan Cummins, PwrCmd, 300Amps, 4 Poles. ; One (1) Remote Annunciator Panel and One (1) Remote Start Controller Panel. Location: Chancery Compound.

4.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, diagnostic testing equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the generators in accordance with the Statement of Work (Exhibit A). Under this contract, the Contractor shall provide the services of trained/certified generator technician to check, adjust and perform scheduled and preventive maintenance; and consumable material as noted in section 8.0 of this work statement.

4.3. Performance Standards
The generators shall always be ready to provide emergency power during normal working hours in the event of City power failure. The Contractor shall schedule maintenance work accordingly so as not to disrupt the business operation of the Embassy.

5.0 HOURS OF PERFORMANCE

Chancery. Annual maintenance work could be scheduled during normal working hours which are defined as 8:00am-4:00pm Monday to Friday, unless approved in advance by the Contracting Officer's Representative (COR). Any work that entails inability to provide emergency power to the Chancery should be done during weekends or holidays (See Section 2, Clauses, DOSAR 652.237-72 for list of holidays). The Contractor shall obtain COR approval for this work at least 3 days in advance.

6.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

6.1 General. The Contractor shall designate a representative who shall supervise the Contractor's generator technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for Contractual duties and not for any other

business or purposes. Contractor employees shall have access to the generators, hoistways, lobbies and machine rooms, either with or without security escorts, only with specific permission by either the Contracting Officer or the COR.

6.2. Personnel Security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract.

6.3. Standards of Conduct

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

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

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

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

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

6.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or

immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

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

7.0 SCHEDULED MAINTENANCE

7.1. General

7.1.1. The Contractor shall perform preventative maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of the maintenance work is to eliminate generator malfunction, breakdown and deterioration when units are activated.

7.1.2. The Contractor shall inventory, supply and replace expendable parts (eg filters, belts, hoses, gaskets, batteries, magnetic switch that have become worn down due to wear and tear. The Contractor shall maintain a supply of expendable and common parts so that these are readily available for normal maintenance.

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

7.2.1. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall uninstall the generator and purchase and install a new generator with same specifications in its place at no cost to the Government.

7.3 Checklist Approval

7.3.1. The Contractor shall submit to the COR a schedule and description of the maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

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

8.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

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

8.1 Contractor furnished materials will include but not limited to expendable/consumable items (e.g. hoses, belts, oil, lubricants, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse, power solenoid, magnetic switch, ), appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit.

8.2 Government furnished materials: The Government will provide portable load bank for use of the Contractor. Service manuals will be made available on site. The Government will supply non-expendable parts which are defective not through the Contractor's negligence.

8.3 Repairs. Repairs are not included in this contract. See Item 7.2. Exclusions.

8.4. Disposal of used oil, fuel, battery and other toxic substances . The Contractor is responsible for proper disposal of toxic/hazardous substances in accordance with guidelines of Department of Environmental Parks and Recreation under the Ministry of Development, Brunei. This includes, but is not limited to; lube oil, fuel oil, filters, coolant, and material such as rags, spill kit containing HAZMAT materials and thereafter show proof of authorized disposal of these toxic/hazardous substances. [*Quoters must explain disposal method in quote as per Section 3, A(g)*.]

8.5. Chemical analysis: The Contractor is responsible for conducting laboratory analysis for coolant, fuel and oil samples. All charges for such analysis is payable by the Contractor and a report stating the test results shall be submitted to the COR.

8.6. Load Bank: The Load Bank unit will be provided by the US Government. The Contractor is responsible for conducting an engine load test and is responsible in setting up and operating the unit(see Exhibit A-SOW ). Upon completion of the test, the Contractor shall be responsible for restoring and ensuring that the emergency generator system is operationally ready. All charges for such testing is payable by the Contractor and a report shall be submitted to the COR.

9. DELIVERABLES

The following items shall be delivered under this contract:

| Description | QTY | Delivery Date | Deliver to |
|---|---|---|---|
| Names, biographic data, police clearance on Contractor personnel (#6.2) | 1 | 5 days after contract award | COR |

| | | | |
|---|---|---|---|
| Certificate of Insurance (#10.2) | 1 | 10 days after contract award | CO |
| Notice to Proceed | 1 | On submission of insurances | Contractor |
| Certification of disposal of toxic chemicals by Brunei authorities (#8.4) | 1 | After each change | CO |
| Checklist/inspection report signed by Contractor's technician (#7.3.2. and Exhibit A) | 1 | Within 3 days after completion of each maintenance service | COR |
| Laboratory report for chemical analysis (#8.5 and Exhibit A) | 3 | 7 days after completion service | COR |
| Load Bank Test Report (#8.6) | 1 per year | 7 days after completion service | COR |
| Invoice (#14) | 1 | After completion of each maintenance service | COR |

## 11.0 INSURANCE REQUIREMENTS

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

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

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

Public Liability Insurance

| | |
|---|---|
| Bodily Injury | B$100,000.00 per occurrence |
| Property Damage | B$100,000.00 per occurrence |

Workers' Compensation and Employer's Liability

Statutory, as required by Brunei law

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

## 12.0 LOCAL LAW REGISTRATION

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

13.0 QUALITY ASSURANCE PLAN (QAP).

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

| Performance Objective | PWS Para | Performance Threshold |
|---|---|---|
| **Services.**<br>Performs all generator services set forth in the performance work statement (PWS) | 1 thru 12 | All required services are performed and no more than one (1) customer complaint is received per month |

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

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

13.4. Procedures.

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

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

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

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

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

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

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

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

## 14. SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

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

AMERICAN EMBASSY
Simpang 336-52-16-9, Jalan Duta
Bandar Seri Begawan BC4115
Negara Brunei Darussalam
Attn: FMC/FMO

# Exhibit A - - STATEMENT OF WORK

## 1. GENERAL INFORMATION

The United States Embassy in Bandar Seri Begawan, Brunei requires professional services and contractor cost proposals to perform Planned Maintenance and Inspection services of the facility's Low Voltage Diesel Standby Generator systems.

## 1.1 CONTRACT SCOPE AND LIMITATIONS

A. Service Visit Frequency - Standby Service

For standard standby service, this contract provides TWO (2) scheduled maintenance visits per year:

- One (1) Semi-Annual service (every 6 months ±30 days)
- One (1) Annual service (every 12 months ±30 days)

Additional visits, major repairs, or component replacements require separate purchase orders.

## 2. PROJECT REQUIREMENTS

The Contractor shall perform planned maintenance and inspections as described in this Statement of Work (SOW). The intent of this SOW is to ensure the entire standby generator systems for this facility are maintained according to manufacturer's recommendations and to ensure the readiness and proper operation of the system.

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform

professional Planned Maintenance and Inspection services for the facility's Low Voltage Diesel Standby Generator systems as defined in this Statement of Work.

Objectives:

- Ensure all standby generator systems are maintained according to Original Equipment Manufacturer (OEM) recommendations
- Ensure readiness and proper operation of generator systems for emergency power supply
- Maintain compliance with NFPA standards for generator installation and grounding
- Prevent equipment failure through regular planned maintenance
- Extend equipment service life through proper maintenance practices

3. DESCRIPTION OF EQUIPMENT

The equipment to be maintained includes:

- Diesel Standby Generators

  1 unit- CUMMINS Model: DFEH-A029Z87
  320KW/557AMP, 416/240 V, 50Hz
  1 unit- CUMMINS Model: DGBB-A029Z876
  25KW/43.4AMP, 416/240V, 50Hz

- OPTION 1: Load Bank

  1 unit – AVTRON Resistive Load Bank
  Model: LPH300D38915-1
  332KW@ 416VAC, 3Ph, 50Hz

- OPTION 2: Automatic Transfer Switches

  1 unit- Onan Cummins OTPCC-1233051
  600A, 416/240V, 4 Poles
  1 unit - Onan Cummins OTPCC-1233053
  300A, 416/240V, 4 Poles

4. GENERAL REQUIREMENTS

The Contractor shall provide the labor and materials required to carry out regularly planned maintenance and inspections as outlined in this SOW.

NOTE: The intent is for the Contractor to supply labor, fluids, filters and items that can be anticipated on a schedule such as coolant and batteries. Repairs or replacement parts should be separately priced. There should be a plan and oversight to avoid unnecessary maintenance/charges or not replacing items such as hoses when necessary.

A. Materials and Supplies

The Contractor shall inventory, supply and replace maintenance service items (e.g., filters and fluids).

1. Only fluids and parts which meet or exceed manufacturer's specifications shall be used.
2. All fluids shall be delivered in original sealed containers.
3. Contractor shall supply the parts required in performance of maintenance included in this SOW (e.g., rocker cover gaskets when performing valve lash, thermostats when performing coolant change).

B. Expendable and Common Parts

The Contractor shall maintain a supply of expendable and common parts so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters, generator starting batteries, grease, sealant, thermostats, fuses, power solenoid, magnetic switch; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and o

il spill containment kits.

C. Exclusions

This contract does NOT include repair of equipment and replacement of hardware (e.g., bearings, pistons, piston rings, crankshaft, gears, injectors) except as indicated in the maintenance schedules and equipment list. Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance. The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If require

d by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

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

D. Checklist Approval

The Contractor shall submit to the COR a schedule and description of planned maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

E. Manufacturer's Recommended Maintenance

It is the responsibility of the Contractor to perform all manufacturers recommended planned maintenance as well as planned maintenance recommended by the manufacturer technical manuals for standby operations of the respective equipment.

1. This does not include major maintenance, planned overhauls, or injector replacements.

F. Personnel, Tools, Consumable Materials and Supplies

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

G. Safety & Special Instructions

1. Use appropriate personal protective equipment (PPE) when performing work

2. Check all work areas, tools, and equipment to ensure unsafe conditions are eliminated or guarded against
3. Follow site safety procedures
4. Schedule maintenance with operating personnel and affected offices (security)
5. Follow approved lockout/tag out procedures
6. Review and follow the manufacturer's instructions
7. Record results in the equipment history log
8. Remove lockout/tag out in accordance with appropriate procedures
9. Report all incidents and near miss incidents to COR and assist as requested in the investigation and corrective action

H. Disposal of Hazardous Materials

The Contractor is responsible for proper disposal of toxic/hazardous substances including used oil, fuel, batteries, coolant, and other hazardous materials. All toxic/hazardous substances shall be disposed in accordance with guidelines of Department of Environmental Parks and Recreation under the Ministry of Development, Brunei. After proper disposal, the Contractor must show proof of authorized disposal of these toxic/hazardous substances.

I. Chemical Analysis

The Contractor is responsible for conducting laboratory analysis for fuel and oil samples. All charges for such analysis are payable by the Contractor and a report stating the test results shall be submitted to the COR within 30 days of sample collection.

J. Load Bank Testing

The Contractor is responsible for exercising the generator using an appropriately sized load bank. If prior permission is obtained, building load may be used. The diesel units shall be run at 75-80% of the rated capacity for a minimum of 2 hours. All charges for such testing are payable by the Contractor and a report shall be submitted to the COR.

1. The Government will provide load banks for generator testing. Details below:

   AVTRON Resistive Load Bank
   Model: LPH300D38915-1
   332 KW/ 416V/3P, 50Hz

K. Licenses and Permits

The offeror shall address its plan to obtain all commercial licenses and permits required by local law. If offeror already possesses the locally required licenses and permits, a copy shall be provided.

L. OEM Certification

Provide a copy of Original Equipment Manufacturer (OEM) (e.g., CAT, MTU, KOHLER, Cummins, Generac) authorized certificate or equivalent to carry out the necessary level of requested repair/planned maintenance service on post Generators.

M. Strategic Plan

The offeror's strategic plan for generator maintenance services to include but not limited to:

1. A work plan taking into account all work elements in the Statement of Work
2. 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
3. Identify and submit the list of parts and materials required for Semi-Annual and Annual maintenance service for all Generators
4. Provide a statement that laboratory analysis report will be provided for oil samples collected
5. Provide a statement that manifest or proof of disposal will be provided for toxic/hazardous substance wastes collected
6. Plan of ensuring quality of services including but not limited to contract administration and oversight
7. If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used
8. List of spare parts and suppliers of spare parts for generator and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for doing the planned maintenance

N. Emergency Assistance

The Contractor shall provide emergency assistance for generator support, priced at an hourly rate, within 24 hours of being contacted by the COR. Note: If contractor is not local, this may take the form of remote troubleshooting and support until such time as travel can be initiated.

O. Pre-Service Coordination

The Contractor shall coordinate all maintenance activities with the COR at least 72 hours in advance. The Contractor shall:

- Confirm date and time of service
- Identify any facility power outages required
- Coordinate access to generator rooms and equipment

- Notify affected personnel of planned maintenance activities

5. SCOPE OF WORK - GENERATOR PLANNED MAINTENANCE AND INSPECTION

The Contractor shall provide all materials, supervision, labor, tools, and equipment to perform planned maintenance and inspections. All personnel working in the vicinity shall wear and/or use appropriate safety protection while work is performed. Any questions or injuries shall be brought to the attention of the Post COR and Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for ap

proval.

The systems and components to be maintained include diesel generator prime mover, AC alternator, fuel, cooling, ventilation and lubrication systems, start and transfer systems, as well as control and monitoring systems.

Planned Maintenance and Inspection Interval Schedule

NOTE: This is a basic template for standby generator systems. Manufacturer's recommendations should be followed and supersede recommendations in this list. Before each consecutive interval is performed, all maintenance from the previous intervals must be performed.

If any discrepancies are found with the generator systems that are not covered under this scope of work, the Contractor shall provide the following:

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

At a minimum, the following work shall be completed:

A. SEMI-ANNUAL PMI SCHEDULE (Every 6 months ±30 days)

1. Visual Inspection

Conduct visual inspection around generator:

- Check for evidence of leaks, damage, loose or missing hardware
- Inspect engine and generator wiring harness for wear and damage
- Inspect supports and spring isolators for soundness and stability
- Inspect system for corrosion

- Hoses and Clamps – Inspect and replace if needed
- Belts – Inspect and adjust/replace if needed
- Inspect all fuel, oil, and water piping for secure mounting and leaks
- Inspect exhaust piping and muffler insulation
- Check/service air cleaner

2. Batteries

- Battery charger – Inspect operation and clean
- Battery electrolyte level and specific gravity – Check and adjust. Add distilled water as needed
- Perform battery load/condition test
- Clean battery terminals and lugs (apply grease on terminal connections)
- Note battery age and recommend replacement if 3 years or older

3. Fluids and Filters

- Cooling System Coolant Level - Check and adjust
- Coolant conditioner (DCA/SCA) / Antifreeze protection – Check and adjust to specs
- Jacket Water Heater - Check proper operation
- Water pump - Check
- Engine Oil Level - Check and add if needed
- Fuel/water separators – Drain water
- Engine Air Cleaner Service Indicator – Check, replace filter if needed
- Check fuel filter restriction if applicable. Replace filters if required

4. Generator Room

- Air intake/exhaust – Ensure nothing obstructs airflow; louvers are free and operate properly

5. Control Panel/Generator Cabinet

- Open all cabinets; remove panel covers to clean/inspect
- Clean dust and vacuum all the controls, meters, switching mechanism components, interior buswork, remote start control panel, annunciator, disconnect breaker and connecting lugs

- Inspect/Check buswork and supporting hardware for cracks, corrosion, or any type of deterioration
- Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration. Secure and/or protect wiring and cables as required
- Check the cabinet interior for loose hardware – tighten connections
- Electrical Connections - Check tightness
- Clean and remove dust from panels
- Check for hot spots using non-contact temperature gun or IR camera

6. Grounding System Semi-Annual Inspection: Grounding, Bonding, and Objectionable Current

- The Contractor shall inspect and verify proper grounding, bonding and neutral-configuration of the generator installation per NFPA 70 (National Electrical Code) Article 250 standards and applicable manufacturer instructions.
    - All grounding, bonding, neutral-configuration, and objectionable-current checks shall be performed only within the training and qualifications of a generator technician, in accordance with site safety requirements. Work inside energized switchgear or beyond this scope shall be referred
    - to appropriately qualified electrical personnel.
- Inspect accessible grounding and bonding conductors at the generator, generator-mounted junction boxes, and ATS enclosure exterior for damage, looseness, corrosion, or overheating; confirm generator frame and enclosure bonding is intact.
- Verify external bonding jumpers on the generator (enclosure sections, doors, bases, if provided) and visible ATS grounding/bonding connections and conduit fittings are present, tight, and undamaged.
- With the system energized and following safety procedures, use a clamp-on ammeter to check for objectionable current on accessible grounding/bonding conductors at the generator and ATS; report any sustained current that appears abnormal or any apparent shock hazard.

7. Automatic Transfer Switch (ATS) - Basic Inspection

NOTE: If ATS maintenance is included under OPTION 2, perform only basic inspection here. Full ATS service will be performed under OPTION 2.

- Inspect seals
- Note date of last control battery change if applicable (Replace if 2 years or older)
- Check for hot spots using non-contact temp gun or IR camera

- Inspect/Check buswork and supporting hardware for carbon tracking, cracks, corrosion, or any type of deterioration
- Check all control wiring and power cables for sign of wear and deterioration
- Check for evidence of overheating contacts
- Exercise ATS (with prior COR approval):
    - Electronic operation from normal source position to alternate source position and return to normal
    - Check ATS operation, calibrate and record time delays if necessary
    - Observe and record retransfer/cool down time

NOTE: The primary objective of this "test" is to exercise the moving mechanical parts of the ATS which will seize if left in one position without regular operation.

8. Engine Control Module (ECM)

- Plug in OEM computer/diagnostic hardware
- Review fault history
- Download status report or similar depending on manufacturer to be submitted with report
- Clear non-critical fault codes after documentation

NOTE: Most modern engines utilize electronic controls which require proprietary OEM software to access parameters, replace control boards and perform diagnostic tests (e.g., CAT ET, Cummins InPower).

9. Run Unit – No Load

- Run the generator with no load for 10 minutes
- Remote Start Panel - Inspect and test operation
- Check the generator for unusual conditions, such as: excessive vibration, leaks, smoke
- Verify all meters, gauges and indicators are normal and functioning properly

10. Run Unit – With Load

Start unit and run under load for minimum 2 hours at 75-80% of rated capacity:

- Unit should be run under facility load if COR authorizes to test and exercise entire system
- If facility load is not permissible or is not a minimum of 50% of rated capacity, the unit shall be exercised with a load bank to a minimum 75-80% capacity for 2 hours

NOTES:

- The only way to ensure your system functions and is available in the event of an outage is to perform a real load test with the facility
- Continual low or no-load running results in low pressures in the engine cylinders which do not allow the piston rings to seat resulting in oil entering the combustion chamber and exhaust tract. This is commonly referred to as "wet stacking" and can cause reduced capacity, equipment damage and premature failure
- Loading of the generator will ensure proper performance of cooling and ventilation systems and that unit can run for extended periods under load without overheating
- Performing a load bank test in addition to the facility load will also exercise and verify operation of post load bank

During Load Test:

- Automatic Start/Stop – Inspect
- Check louvers, shutters and room exhaust fans for proper operation
- Generator Set Vibration – Inspect
- Read and record all key performance indicators from gauges/meters/ECM:
    - Ambient Temperature
    - Coolant Temperature
    - Oil Pressure
    - DC Voltage
    - Frequency (HZ)
    - Amps (A/B/C phases)
    - Volts (AB/BC/CA)
    - Volts Phase-Neutral (A/B/C)
    - Power Factor (PF)
    - KW output
    - % of Capacity
    - Fuel Consumption at this load
- Record Alternator bearing temperatures
- Check exhaust for excessive black or white smoke

- Check turbocharger for vibrations or any abnormal noise during operation
- Check generator bearing for noise and overheating
- Check exhaust manifold, flexible exhaust, muffler, and piping for leaks and secure mountings
- Check Crankcase breather/Blow By
- Check/service air filter
- Record time delays:
    - Time delay to start
    - Time delay to emergency power
    - Time delay to normal power
    - Engine cool down time

11. Post-Service Activities

- Ensure system is left in proper position for automatic start and transfer
- Clean generator. Wash radiator if necessary
- Annotate date, hours and maintenance in Generator log, complete maintenance checklist and deficiency report and brief COR
- Perform any additional maintenance tasks as recommended in the manufacturer's operation and maintenance manuals
- Submit Service Inspection and Test Report to COR and email electronic copies to powersupport@state.gov

B. ANNUAL PMI SCHEDULE (Every 12 months)

NOTE: It may be necessary to perform the annual inspection first when contract is awarded (e.g., don't wait a year if these items are required now).

1. Conduct Semi-Annual PMI Service

Perform all tasks listed in Section 5.A (Semi-Annual PMI Schedule) above.

2. Engine Air System

- Engine Air Cleaner Elements – Replace (do not clean)
- Engine Crankcase Breather – Clean
- Intake louvers and ducts – Inspect

3. Fluid Analysis and Changes

- Engine Oil Sample - Obtain and perform laboratory analysis. Submit report to COR within 30 days
- Engine Oil and Filter(s) – Replace
- Annotate date and hours on all filters when replaced
- Fuel Filters and Water Separators – Replace
    - To include filters to day tanks if applicable
    - Clean any fuel screens if applicable
- Obtain fuel sample at day tank and storage tank for laboratory analysis
    - Water content
    - Microbial contamination
    - Fuel degradation/stability
    - Sediment and particulates
- Cooling System Coolant Sample - Test
- Cooling System Supplemental Coolant Additive (SCA/DCA) – Test and add if applicable
- Coolant filter – Change if applicable

4. Cooling System Maintenance

- Radiator – Clean (follow manufacturer's recommendation)
- Fan bearing – Inspect/Grease per manufacturer schedule

5. Engine Mechanical Systems

- Crankshaft Vibration Damper - Inspect
- Engine Protective Devices - Check
- Turbocharger – Inspect/Check
- Clean and lubricate fuel pump linkages if applicable
- Check injector pump and injectors for flow rate pressure

6. Engine Control Module (ECM) - Comprehensive

- Download status report or similar depending on manufacturer to be submitted with report
- Test unit safety shutdowns

- Provide post an electronic copy of ECM program file (backup)
- Verify all parameters are set correctly per manufacturer specifications

7. AC Alternator Inspection

- Inspect for moisture, dust, oil, grease, and debris on main stator windings, exciter
- Check commutator & slip rings, rotor & stator, bearings, bearing lubrication, voltage regulator
- Measure & record resistance readings of windings with insulation tester (Megger)
- Clean as needed
- Check Rotating Rectifier
- Inspect/Check Varistor
- Grease generator bearing per manufacturer's maintenance schedule

8. Grounding System Annual Inspection: Grounding, Bonding, Neutral Configuration, and Objectionable Current *(In addition to semi-annual tasks above.)*

- With the generator de-energized and locked out, inspect accessible internal grounding and bonding connections in the generator terminal box/control cabinet for tightness, integrity, overheating, and corrosion.
- Verify, using nameplate, ATS labeling, and available one-line diagrams, that neutral-to-ground bonding matches the system configuration:
    - Separately derived system (typically 4-pole ATS with switched neutral): neutral-to-ground bond only at the designated point.
    - Non–separately derived system (typically 3-pole ATS with solid neutral): no additional neutral-to-ground bonds at generator or ATS.
- Do not alter neutral or grounding connections; report any suspected mis-bonding or multiple neutral-ground bonds.
- With the system in normal operation, use a clamp-on ammeter on accessible grounding/bonding conductors at the generator and ATS to identify any objectionable current. Document abnormal readings and recommended follow-up by qualified electrical personnel.

9. Additional Maintenance Per Manufacturer Schedule

A. Generator Bearing

- Inspect/Grease as recommended by manufacturer's maintenance schedule

B. Engine Generator Batteries

- Replace if 3 years old
- Dispose of old batteries in accordance with environmental regulations
- NOTE: Indicate age of current batteries on equipment sheet for planning purposes and proper quotation

C. Cooling System Coolant

- Flush system and replace per manufacturer's maintenance schedule with coolant per manufacturer specifications
    - Every 3 years since last change
    - Every 6 years for Extended Life Coolant
- When performing coolant change: flush engine and replace engine thermostats
- Replace hoses if necessary
- NOTE: Indicate age of coolant on equipment sheet for planning purposes and proper quotation. If this hasn't been done or age is unknown – this needs to be performed at Contractor's first service

D. Engine Valve Lash/Injector Height

- Inspect/Adjust per manufacturer's maintenance schedule
- Replace rocker cover gaskets and torque to proper specs
- NOTE: Typically, manufacturers require an initial valve lash to be performed. This may occur at 250hrs or up to 1500hrs depending upon manufacturer and model number. Many manufacturers and models require this to be done annually or according to a schedule based on run time. This needs to occur at first service if this has not been done and according to manufacturer's requirements thereafter. Indicate date and hours on equipment list for planning and pr
- oper quotation.

10. Post-Service Activities

- Ensure system is left in proper position for automatic start and transfer
- Clean generator. Wash radiator if necessary
- Annotate date, hours and maintenance in Generator log, complete maintenance checklist and deficiency report and brief COR
- Perform any additional maintenance tasks as recommended in the manufacturer's operation and maintenance manuals

- Submit Service Inspection and Test Report to COR and email electronic copies to powersupport@state.gov

C. INITIAL CONTRACT SERVICE REQUIREMENTS

At the start of this contract, the Contractor shall supply to post:

1. 1 set of engine belts per unit to be kept onsite
    - Provide labor to replace belts as needed during regular scheduled service based on inspection
2. 1 set of fuel filters and water separators per unit to be kept onsite (in addition to items supplied at annual service)

NOTE: The intent of fuel filters and belts is to have these on hand quickly as needed in the event of fuel contamination or belt failure. Post should ensure these get restocked if used.

6. OPTION 1 - LOAD BANK PLANNED MAINTENANCE AND INSPECTION

NOTE: This option is for dedicated load bank maintenance. If the Government exercises this option, the Contractor shall perform the following maintenance on load bank equipment.

A. SEMI-ANNUAL LOAD BANK PMI (Every 6 months ±30 days)

1. Visual and Operational Inspection

- Inspect enclosure for damage, corrosion, or water intrusion
- Check ventilation openings for obstructions
- Inspect power cables and connectors for damage, wear, or overheating
- Check for hot spots using non-contact temperature gun or IR camera
- Verify all switches, controls, and indicator lights function properly
- Inspect cooling fans (if equipped) for proper operation

2. Resistive Elements

- Visually inspect elements for damage, overheating, or discoloration
- Check element mounting hardware for tightness
- Verify proper spacing between elements

3. Operational Test

- Connect load bank to generator per manufacturer's instructions

- Perform load test at various load steps
- Verify accurate load measurement and display
- Check for unusual noise, vibration, or odors
- Document all test results

4. Post-Service Activities

- Clean load bank exterior
- Ensure load bank is properly stored or secured
- Complete maintenance checklist and brief COR
- Submit Service Inspection and Test Report to COR and email to powersupport@state.gov

B. ANNUAL LOAD BANK MAINTENANCE (Every 12 months)

Perform all tasks listed in Section 6.A (Semi-Annual Load Bank Inspection) above, PLUS:

1. Comprehensive Electrical Inspection

- Inspect and tighten all electrical connections
- Perform insulation resistance test (Megger test) on load elements
- Measure and record resistance values of load elements
- Verify proper operation of all protective devices

2. Mechanical Service

- Clean interior of load bank enclosure
- Lubricate fan motors and bearings per manufacturer schedule (if equipped)
- Replace air filters if equipped
- Inspect structural components and mounting hardware

3. Full Capacity Test

- Perform full capacity load test
- Verify load bank achieves rated capacity
- Monitor and record temperatures at various load levels
- Verify accuracy of load measurements

4. Grounding Verification

- Verify load bank frame is properly grounded
- Inspect grounding connections for tightness and corrosion

5. Post-Service Activities

- Update equipment history records
- Provide recommendations for future maintenance if deficiencies noted
- Submit comprehensive Service Inspection and Test Report to COR and email to powersupport@state.gov

## 7. OPTION 2 - AUTOMATIC TRANSFER SWITCH PLANNED MAINTENANCE AND INSPECTION

NOTE: This option is for comprehensive ATS maintenance beyond the basic inspection included in the base generator service. If the Government exercises this option, the Contractor shall perform the following maintenance on Automatic Transfer Switch equipment.

1. Qualified Personnel

- Contractor shall use technicians qualified and authorized to perform electrical work on ATS equipment in accordance with Manufacturer requirements, and Applicable national and local electrical safety standards.
- Technicians shall be trained and experienced in ATS maintenance for applicable equipment.

2. Safety and Coordination

- Follow approved lockout/tagout (LOTO) and site safety procedures.
- Obtain Contracting Officer's Representative (COR) approval before:
    - Exercising ATSs that may affect facility loads, and
    - Any service requiring a power interruption.
- Coordinate outages and testing in advance with facility operations.

### A. SEMI-ANNUAL ATS PMI (Every 6 months ±30 days)

1. Visual and Mechanical Inspection

- Inspect ATS enclosure and doors for damage, corrosion, or water ingress.
- Check door gaskets, hinges, and latches; verify doors close and latch properly.
- Verify nameplate data and identification labels are present and legible.

- Inspect ventilation openings for dust buildup or obstructions.
- Visually inspect viewing windows, handles, and operating mechanisms for signs of wear or damage.

2. Electrical and Contact Check (Non-Intrusive)

- Inspect external connections and visible bus/cable terminations for discoloration, overheating, or obvious looseness.
- Use a non-contact temperature meter or IR camera (if available) to check for abnormal hot spots under normal operating conditions.
- Visually inspect main and auxiliary contacts (where viewable) for signs of overheating, pitting, or burning.
- Check control wiring, especially at hinges and moving parts, for abrasion, loose supports, or damaged insulation.

3. Control System Check

- Inspect control panel and interior surfaces for dust accumulation; lightly clean as needed without disturbing energized parts.
- Verify all indicator lights, position/status indicators, and displays function correctly.
- Verify operation of control switches (Auto/Off/Manual, Test, Bypass, etc.).
- Check control power supply voltage (where accessible) and confirm it is within manufacturer limits.
- Check date/age of control batteries (if equipped) and recommend replacement if ≥ 2 years or per manufacturer guidance.

4. Functional/Operational Test
(Only when approved by COR and safe for the facility)

- Perform an ATS exercise or transfer test in accordance with site procedures
- Verify:
    - Transfer from normal to emergency and retransfer to normal.
    - Proper operation in automatic mode and manual/bypass modes (if provided and safe to operate under load).
    - Time delays and cooldown timers are reasonable and match existing settings.
    - Position indicators and remote status signals (if used) match actual ATS position.

5. Safety / Interlocks

- Check mechanical and electrical interlocks, including bypass-isolation interlocks where applicable, for proper operation.
- Confirm ATS is left in automatic position after testing.

6. Documentation

- Record date, ATS ID, location, and basic test results.
- Note any abnormal conditions, deficiencies, or recommended corrective actions.
- Provide a brief Semi-Annual ATS Service Report to the COR and send an electronic copy to powersupport@state.gov.

B. ANNUAL ATS PMI (Every 12 months)

NOTE: This service requires a facility power outage and prior COR approval.

Perform all tasks listed in Section 7.A (Semi-Annual ATS PMI) above, PLUS the following additional tasks:

1. De-Energized Cleaning

- De-energize ATS in accordance with approved LOTO procedures and verify absence of voltage.
- Remove covers as necessary to safely access internal components.
- Clean and vacuum interior of ATS.
- Clean arc chutes, barriers, and insulators.

2. Electrical Integrity and Connections

- Inspect and tighten accessible power and ground connections to manufacturer torque values.
- Check for loose hardware, damaged insulation, corrosion, or carbon tracking on bus, lugs, and insulators.
- Inspect all internal wiring for damage, discoloration, or brittle insulation, with special attention to moving/hinged areas.

3. Contact Inspection

- Inspect main power contacts and arc surfaces for erosion, pitting, and overheating.
- Inspect auxiliary contacts associated with position indication, generator start, and interlocks.
- Clean contacts as recommended by the manufacturer; do not file or dress contacts beyond OEM guidance.

- Recommend contact repair or replacement if wear is excessive or if contact resistance is suspected to be abnormal.

4. Insulation resistance (Megger) testing: When requested

- Perform insulation resistance (Megger) testing on ATS power circuits only where permitted by the manufacturer and when specifically requested by the Government (e.g., periodic detailed testing or investigation of suspected insulation issues).
- Do not perform insulation resistance testing on electronic control circuits or solid-state devices.

5. Mechanical System Service

- Inspect operating mechanisms, linkages, and pivot points for wear, misalignment, or binding.
- Lubricate moving parts per manufacturer's instructions (only with approved lubricants).
- Verify operation of springs, latches, and interlocks.
- For bypass-isolation ATSs, verify proper operation of bypass and isolation mechanisms.

6. Control and Protective Devices

- Test operation of control circuits, relays, and timers (time delays, cooldown, retransfer, etc.).
- Confirm time delay settings match site requirements and record current settings.
- Check control power supply and battery charger (if present).
- Replace control batteries if 2 years or older or per manufacturer recommendations.
- Functionally test protective devices associated with the ATS (e.g., control-level protective relays, phase loss/phase rotation, ground fault indication if applicable), consistent with OEM and site policy.

7. Operational Test Under Load (When authorized)

- With COR approval and facility coordination, perform a transfer test under typical load conditions:
    - Verify transfer from normal to emergency source and retransfer to normal.
    - Check that transfer/retransfer times are acceptable and record them.
    - Verify proper operation of all modes available (automatic, manual, test, and bypass if equipped).
    - Confirm all mechanical and electrical interlocks function as intended.

8. Grounding and Bonding

- Verify ATS frame and enclosure grounding is intact.
- Inspect grounding conductors, ground bar, and any enclosure bonding straps for tightness and corrosion.
- Correct minor deficiencies and report any issues that require additional work.

9. Post-Service and Documentation

- Remove LOTO and return the ATS to normal configuration and automatic mode.
- Verify normal source is supplying the load (or as directed by COR).
- Record:
    - All tests performed, settings verified or changed, and any measured values taken.
    - All deficiencies found and recommended corrective actions.
- Update equipment maintenance records if provided by the Government.
- Submit a Comprehensive Annual ATS Service Inspection and Test Report to the COR and email electronic copies to powersupport@state.gov.

## 8. OPTION 3 - DAY TANK PLANNED MAINTENANCE AND INSPECTION

*NOTE: This option is not used. PMI for Day Tank and Storage tank is covered under Fuel Management PMSC.*

## 9. DELIVERABLES

The following items shall be delivered under this contract:

| Description | QTY | Delivery Date | Deliver to |
|---|---|---|---|
| Names, biographic data, police clearance on Contractor personnel | 1 | 5 days after contract award | COR |
| Certificate of Insurance | 1 | 10 days after contract award | CO |
| OEM Certification Documentation | 1 | 10 days after contract award | COR |
| Strategic Plan for Generator Maintenance | 1 | 10 days after contract award | COR |
| Maintenance Schedule and Checklist for COR approval | 1 | 15 days after contract award | COR |

| Description | QTY | Delivery Date | Deliver to |
|---|---|---|---|
| Semi-Annual PMI Checklist (signed by Contractor's employee) | 1 | After completion of each semi-annual service | COR and powersupport@state.gov |
| Semi-Annual Service Report | 1 | After completion of each semi-annual service | COR and powersupport@state.gov |
| Annual PMI Checklist (signed by Contractor's employee) | 1 | After completion of each annual service | COR and powersupport@state.gov |
| Annual Service Report | 1 | After completion of each annual service | COR and powersupport@state.gov |
| Oil Analysis Laboratory Report | 1 | 30 days after completion of each annual service | COR and powersupport@state.gov |
| Fuel Analysis Laboratory Report | 1 | 30 days after completion of each annual service | COR and powersupport@state.gov |
| Grounding System Inspection Report | 1 | After completion of each annual service | COR and powersupport@state.gov |
| ECM Program File Backup | 1 | After completion of each annual service | COR and powersupport@state.gov |
| Certification of disposal of toxic chemicals by local authorities | 1 | Within 5 days after each service involving waste disposal | COR |
| Deficiency Report with Cost Estimate | 1 | As deficiencies are identified | COR |
| OPTION 1: Load Bank PMI Checklist | 1 | After completion of each load bank service | COR and powersupport@state.gov |
| OPTION 1: Load Bank Service Report | 1 | After completion of each load bank service | COR and powersupport@state.gov |
| OPTION 2: ATS PMI Checklist | 1 | After completion of each ATS service | COR and powersupport@state.gov |
| OPTION 2: ATS Service Report | 1 | After completion of each ATS service | COR and powersupport@state.gov |
| OPTION 3: Day Tank PMI Checklist_ *Not Applicable* | 0 | After completion of each day tank service | COR and powersupport@state.gov |
| OPTION 3: Day Tank Service Report-*Not Applicable* | 0 | After completion of each day tank service | COR and powersupport@state.gov |
| OPTION 3: Day Tank Fuel Analysis Report_ *Not Applicable* | 0 | 30 days after completion of each annual day tank service | COR and powersupport@state.gov |
| Invoice | 1 | After completion of each maintenance service | CO |

| Description | QTY | Delivery Date | Deliver to |
|---|---|---|---|
| | | | |

10. APPLICABLE PUBLICATIONS

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures, including but not limited to:

10.1 NFPA Standards:

- NFPA 70 - National Electrical Code (NEC)
- NFPA 110 - Standard for Emergency and Standby Power Systems
- NFPA 111 - Standard on Stored Electrical Energy Emergency and Standby Power Systems
- NFPA 30 - Flammable and Combustible Liquids Code (for day tank systems)

10.2 Manufacturer Documentation:

- Original Equipment Manufacturer (OEM) Operation and Maintenance Manuals for all equipment
- OEM Service Manuals
- OEM Parts Manuals
- OEM Technical Service Bulletins

10.3 Government Standards:

- OBO/FAC Maintenance Alert #A20-001 - Generator and Automatic Transfer Switch Monthly Exercise/Prime Power Operations
- Local facility safety procedures
- Post-specific generator operating procedures

10.4 Industry Standards:

- IEEE Standards for generator systems (as applicable)
- ASTM Standards for fuel and lubricant testing
- SAE Standards for engine maintenance
- UL Standards for transfer switches and load banks

10.5 Safety Standards:

- OSHA regulations for workplace safety
- Local environmental regulations for hazardous waste disposal
- Material Safety Data Sheet (MSDS) requirements

EQUIPMENT LIST TEMPLATE

D5090 - GENERATOR INFORMATION (for each unit):

| | |
|---|---|
| Uniformat | D5090 |
| Genset Manufacturer & Model | CUMMINS Model: DFEH-A029Z87 |
| Genset Serial # | J090040127 |
| Engine Manufacturer & Model | CUMMINS Model: QSX 15G8 |
| Generator Model | DFEH-A029Z875 |
| Manufacturer Date | 2009 |
| Prime Rating | 320KW/557AMP |
| Genset Control Panel Model | PwrCmd, 600Amps |
| Engine Hours & Date | 3925 Hours |
| Hrs and Date Battery change | March 25, 2025 |
| Hrs and Date Coolant change | March 03, 2026 |
| Hrs and Date valve lash adjust | No adjustment made |
| | |

| | |
|---|---|
| Uniformat | D5090 |
| Genset Manufacturer & Model | CUMMINS Model: DGBB-A029Z876 |
| Genset Serial # | J090042101 |
| Engine Manufacturer & Model | CUMMINS, Model: 4B3.G92 |
| Manufacturer Date | 2009 |
| Prime Rating | 25KW/43.4AMP |
| Genset Control Panel Model | PwrCmd, 300Amps |
| Engine Hours & Date | |
| Hrs and Date Battery change | March 25, 2025 |
| Hrs and Date Coolant change | March 05, 2026 |
| Hrs and Date valve lash adjust | No adjustment made |
| | |
| | |
| | |

Maintenance History:

- Previous service Date: March 03-6, 2026

- Previous service Hours: _____
- Current Engine Hours: _3925 Hours _
- Battery Age (Date of last replacement): __March 25, 2025_____
- Coolant Age (Date of last change / Type): _March 05, 2026
- Last Valve Lash Adjustment (Date and Hours): _No adjustment made yet___

OPTION 1 – D5090 - LOAD BANK INFORMATION :

| | |
|---|---|
| Uniformat | D5090 |
| Loadbank Manufacturer & Model | AVTRON Resistive Load Bank /LPH300D38915-1 |
| Loadbank Serial # | |
| Manufacturer Date | 2012 |
| Size Rating | 332 KW |
| Voltage | 416V, 3Ph, 50 Hz |
| | |
| | |
| | |
| | |
| | |

OPTION 2 – D5010 - AUTOMATIC TRANSFER SWITCH INFORMATION

| | |
|---|---|
| Uniformat | D5010 |
| ATS Manufacturer & Model | Onan Cummins OTPCC-1233051 |
| ATS Serial # | JO90047561 |
| Manufacturer Date | 2009 |
| Amp Rating | 600A |
| Voltage | 416/240V |
| # Poles | 4 |
| Bypass Switch (Y/N) | Y |
| | |

| | |
|---|---|
| | |
| Uniformat | D5010 |
| ATS Manufacturer & Model | Onan Cummins OTPCC-1233053 |
| ATS Serial # | JO90047581 |
| Manufacturer Date | 2009 |

| | |
|---|---|
| Amp Rating | 300A |
| Voltage | 416 /240V |
| # Poles | 4 |
| Bypass Switch (Y/N) | Y |

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

(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 products and commercial services:

(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 Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

[*Contracting Officer check as appropriate*.]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

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

__ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

__ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

__ (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

__ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

__ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

__ (21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

__ (22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 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 (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

__ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2026)(E.O. 13126).

__ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (34)

(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

__ (35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (Jul 2014) of 52.222-35.

__ (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (Jul 2014) of 52.222-36.

__ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

__ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (39)

(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41)

(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.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

__ (48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 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. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

__ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 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.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

(xxiii) 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. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I* (Feb 2000). As prescribed in 12.301 (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (Oct 2025). As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(D) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(E) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(F) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(G)__( *1*) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__(*2*) Alternate I (Dec 2023) 52.204-30.

(H) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(J) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(K) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(L) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(M) 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.

(N) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(O) *(1)* 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ *(2)* Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(R) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989).

(S) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(T) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(U)__ *(1)* 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

__ *(2)* Alternate I (Jan 2017) of 52.224-3.

(V) 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. Subtitle A, Part V, Subpart G Note).

(W) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(X) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(Y) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(Z) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

| CLAUSE | TITLE AND DATE |
|---|---|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.228-3 | WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014) |
| 52.228-5 | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |
| 52.229-6 | FOREIGN FIXED PRICE CONTRACTS (FEB 2013) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013) |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICE (MAR 2023)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

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

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

(End of clause)

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)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request: (1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

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)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original 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).

U.S. Embassy
Simpang 336-52-16-9
Jalan Duta
Bandar Seri Begawan BC4115
Brunei Darussalam
Attn: FMC/FMO

(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:

| U.S. Holidays | Brunei Holidays |
|---|---|
| New Year's Day | Chinese New Year |
| Martin Luther King's Birthday | Prophet Muhammad's Birthday |
| Washington's Birthday | Brunei National Day |
| Memorial Day | Royal Brunei Armed Forces Day |
| Independence Day | Israk Me'raj |
| Labor Day | HM Sultan's Birthday |
| Columbus Day | 1st Day of Ramadan |
| Veterans Day | Nuzul Al-Quran |
| Thanksgiving Day | Hari Raya Aidilfitri |
| Christmas Day | Hari Raya Aidiladaha |

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)

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 LE Facility Manager**.**

(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.

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) 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 (Price) has been filled out.*

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm ]*

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

(1) Name and resume of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English. (Show evidence of work experience with respect to Cummins brand of generators) and provide training qualifications and certificates.

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

(3) List of clients over the past five (5) 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) with respect to maintenance of emergency generators. If the offeror has not performed comparable services in Brunei Darussalam, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, diagnostic testing equipment (Cummins In-Power Software) and financial resources needed to perform the work;

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

(6) The offeror's strategic plan for maintenance of emergency generator 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.

A.3. Due date for RFQ: **July 14, 2026,** at **12.00 pm.** Quotes shall remain valid for 90 days.

To be acceptable, the quote shall be delivered as follows:

(a) By email or posted in a sealed envelope to the General Services Office (GSO), Simpang 336-52-16-9, Jalan Duta, Bandar Seri Begawan BC4115.
(b) By email to BSBGSOProcurement@state.gov. Quoter must alert Lys Boon at tel. 673-2387471 of incoming email message.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.237-1 SITE VISIT (APR 1984)

The site visits will be held on June 23, 2026, at 9.30a.m. (local time) at U.S. Embassy Bandar Seri Begawan (location). Prospective offerors/quoters should email to BSBGSOProcurement@state.gov for additional information or to arrange entry to the building.

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, at (703) 516-1680. 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

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)

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 (v) of this provision.

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

*Covered telecommunications equipment or services* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.
*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.
*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.
*Reasonable inquiry* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
*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"—

*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 (SDVOSB) concern* means a small business concern—
(1)
(i) Not less than 51 percent of which is owned and controlled 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; or
(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.
*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
*Small business concern*—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, 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 at13 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 the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(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
*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.
*Veteran-owned small business concern* means a small business concern—
(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women
*Women-owned small business concern* means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(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

Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) 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 (v) 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(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) *SDVOSB 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 that it □ is, □ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *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 124.1001.

(6) *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.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

**Note to paragraphs (c)(9) and (10):** Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.
(9) *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.
(10) *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:_____
(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–
(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
(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 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
(1)
(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."
(2) Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[*List as necessary*]
(3) Domestic end products containing a critical component:
Line Item No. ___
[*List as necessary*]
(4) 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)
(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.
(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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 Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

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

[*List as necessary*]
(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
*Other Foreign End Products*:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[List as necessary]
(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
Line Item No. ___
[List as necessary]
(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
*Israeli End Products*:

| Line Item No. |
|---|
| _____ |
| _____ |
| _____ |

[*List as necessary*]
(3) *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 paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:
(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical 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."
(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
Korean End Products or Israeli End Products:

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

[*List as necessary*]
(4) *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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
*Other End Products*:

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

[*List as necessary*]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–
(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:
(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*
(1) *Listed end products.*

| Listed End Product | Listed Countries of Origin |
|---|---|
| | |

_____ _____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*
☐ (i) *The* offeror *will not supply any* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*
☐ (ii) *The* offeror may *supply an* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The* offeror *certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product*

*furnished under this contract. On the basis of those efforts, the* offeror *certifies that it is not aware of any such use of child labor.*

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

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

(2) □ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) *Taxpayer Identification Number (TIN)*.
☐TIN: _____.
☐TIN has been applied for.
☐TIN is not required because:
☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐Offeror is an agency or instrumentality of a foreign government;
☐Offeror is an agency or instrumentality of the Federal Government.
(4) *Type of organization*.
☐Sole proprietorship;
☐Partnership;
☐Corporate entity (not tax-exempt);
☐Corporate entity (tax-exempt);
☐Government entity (Federal, State, or local);
☐Foreign government;
☐International organization per 26 CFR1.6049-4;
☐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 the threshold at FAR 25.703-2(a)(2) 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 (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].
(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all 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 Greenhouse Gas Protocol Corporate Standard.
(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.
(u)
(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).
(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(2) The Offeror represents that–
(i) It □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
(End of Provision)

*Alternate I* (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:
(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)
□ Black American.
□ Hispanic American.
□ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
□ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
□ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
□ Individual/concern, other than one of the preceding.

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions***.

(End of provision)

52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN (JUN 2020)

*By submission of its offer, the offeror represents" compliance to the terms of FAR provision 52.240-90, which includes covered telecommunications equipment or services representations.*

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS