Embassy of the United States of America
Athens, Greece

July 22, 2026

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19GR1026Q0036
Maintenance of Building Automation System

The Embassy of the United States of America invites you to submit a quotation for the maintenance of the Building Automation System (BAS) for the U.S. Embassy Athens.

Your quotation must be submitted electronically by email with the subject line "**Quotation 19GR1026Q0036 Enclosed**" to Athensoffers@state.gov on or before 13:00 noon (Athens Time) on **August 24, 2026.** No quotation will be accepted after the cut-off date and time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449;
2. Section 1, Pricing;
3. Additional information as required in Section 3, Solicitation Provisions;
4. Additional information as required in Section 4, Evaluation Factors;
5. Section 5, Representations and Certifications;
6. Your company UEI (Unique Entity Identifier) number as proof of SAM Registration.

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

Please direct any questions regarding this solicitation in writing to Athprocurement@state.gov. Questions must be written in English, and may be sent by **12.00 hours local time, on July 27, 2026.**

Sincerely,

Dresden A. Kalin
Contracting Officer

Enclosure as Stated.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER PR16084837	PAGE 1 OF 125
2. CONTRACT NUMBER	3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER **19GR1025Q0036**	6. SOLICITATION ISSUE DATE **July 22, 2026**
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Mr. George Dimitrokallis		b. TELEPHONE NUMBER (no collect calls) AthProcurement@state.gov	8. OFFER DUE DATE/ LOCAL TIME **August 24, 2025 @ 13.00hrs**

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
American Embassy –GSO/Procurement 91 Vas. Sophias Avenue 101 60 ATHENS		[x] UNRESTRICTED [ ] SET ASIDE % FOR [ ] SMALL BUSINESS [ ] SMALL DISADV BUSINESS [ ] 8(A) SIC: SIZE STANDARD:	[ ] SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION [x] RFQ [ ] IFB [ ] RFP	

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
		Same as block 7(a)	

17a. CONTRACTOR / CODE OFFEROR		FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
			U.S. Embassy Athens Financial Management Office 91 Queen Sophia Avenue 101 60 Athens	

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [x] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Maintenance of Building Automation System (BAS) for the U.S. Embassy Athens, as per attached.				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED.
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _1_ COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.	[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: .

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)	
30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*) **Dresden A. Kalin**	31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN [ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER [ ] PARTIAL [ ] FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
		36. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL		37. CHECK NUMBER
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
		42a. RECEIVED BY (*Print*)		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (*Location*)		
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19GR1026Q0036
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

A. The purpose of this firm fixed price purchase order is for the Preventive Maintenance Services of the Building Automation System (BAS), installed in the US Embassy Athens Compound, at 91 Vas. Sophias Avenue, Athens, in accordance with Attachment A.
B. The contract will be for a one-year period from the date of the contract award, with four (4) one-year options.
C. All prices are in USD. Payment will be processed upon complete receipt and acceptance of the services. It is clarified that the U.S. Government will not make any advance payments.

II. PRICING

1.1. Base Year – September 20, 2026, to September 19, 2027

Line Item	Description	Number of Trips	Unit price / trip	Total per year – USD
1	Preventive Maintenance Service of the Building Automation System (BAS)	1 (five-day trip)		

1.2. First Option Year – September 20, 2027, to September 19, 2028

Line Item	Description	Number of Trips	Unit price / trip	Total per year – USD
1	Preventive Maintenance Service of the Building Automation System (BAS)	1 (five-day trip)		

1.3. Second Option Year – September 20, 2028, to September 19, 2029

Line Item	Description	Number of Trips	Unit price / trip	Total per year – USD
1	Preventive Maintenance Service of the Building Automation System (BAS)	1 (five-day trip)		

1.4. Third Option Year – September 20, 2029, to September 19, 2030

Line Item	Description	Number of Trips	Unit price / trip	Total per year – USD
1	Preventive Maintenance Service of the Building Automation System (BAS)	1 (five-day trip)		

1.5. Fourth Option – September 20, 2030, to September 19, 2031

Line Item	Description	Number of Trips	Unit price / trip	Total per year – USD
1	Preventive Maintenance Service of the Building Automation System (BAS)	1 (five-day trip)		

1.6. Grand Total Price: The grant total price for the base period and all option years is as follows:

a. Total Base Year: USD _____
b. Total First Option Year: USD _____
c. Total Second Option Year: USD _____
d. Total Third Option Year: USD _____
e. Total Fourth Option Year: USD _____

f. Grand Total: USD _____

2. Scope of Work

The contractor shall provide preventive maintenance services for the Building Automation System (BAS) installed in the US Embassy Athens Compound, 91 Vas. Sofias Avenue, Athens, as these are described in Attachment 1 below.

3. Hours of Performance

The Contractor shall schedule the preventive maintenance service of the five-day trip from 08:00 to 17:00 hours. In case of change in schedule, the contractor will notify the COR at least two days in advance in order to approve the change.

4. Invoicing

The Embassy Accounting Department is responsible for:

- Ensuring that all transactions are properly authorized
- Processing payments for invoices on a timely basis to avoid late payment charges.

The Electronic invoicing is the preferred means for submitting invoices for payment to the Embassy. The invoice must be submitted in PDF format to email athfmcvoucher@state.gov. **CAUTION: The Order number must be stated on the invoice, or it may be returned for correction.**

Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 calendar days after receipt of the proper statement. Payments may be made directly to any bank account established by the Contractor to receive payments. If there is a wire fee for the wire transfer, this fee is the responsibility of the beneficiary. **All inquiries regarding payment should be made directly via email or via phone at telephone number 0030-210-693-4773.**

5. Quality Assurance Plan (QAP)

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. Perform all maintenance services set forth in the performance work statement (PWS)	1 through 4	All required services are performed and no more than one (1) customer complaint is received per month

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.

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.

PROCEDURES.

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

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

CONTINUATION TO SF-1449,
RFQ NUMBER 19GR1026Q0036
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20,
ATTACHMENT 1 TO DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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Acronyms and Abbreviations

The following are commonly used acronyms and abbreviations in this document.

1. AHU = Air Handling Unit
2. ASHRAE = American Society of Heating, Refrigerating and Air-Conditioning Engineers
3. BAS = Building Automation System
4. CAA = Cleared Access Area (Secure Area)
5. CCR = Country Clearance Request
6. CFSM = OBO Construction, Facilities, and Security Management
7. CLIN = Contract Line Item
8. CMR = Chief of Mission Residence
9. CO = Contracting Officer
10. COR = Contracting Officer's Representative
11. CRP = Consolidated Receiving Point
12. DBA = Defense Base Act
13. DCSA = Defense Counterintelligence and Security Agency
14. DOS = Department of State
15. DS = Diplomatic Security
16. DS/IS/IND = Bureau of Diplomatic Security, Industrial Security Division
17. eCC = Electronic Country Clearance
18. ES = Execution Schedule
19. FAC = Facilities or OBO/CFSM Facilities
20. FCU = Fan Coil Unit
21. FM = Facility Manager
22. FMS = Facility Maintenance Staff
23. GSO = General Services Officer
24. GWA = General Work Area (Unsecured Area)
25. HAZMAT = Hazardous Material
26. HVAC = Heating, Ventilation, and Air Conditioning
27. I/O = Input/Output
28. IBC = International Building Code
29. LAA = Limited Access Area (Unsecure)
30. MSDS = Material Safety Data Sheet
31. MSGQ = Marine Security Guard Quarters
32. NEC = National Electrical Code
33. NFPA = National Fire Protection Association
34. OBO = Bureau of Overseas Building Operations
35. O&M = Operations and Maintenance
36. OSHA = Occupational Safety and Health Administration
37. OWS = Operator Workstation
38. PAA = Public Access Area (Unsecured Area)
39. PM = Preventative Maintenance
40. Post = Department of State Overseas Embassy, Consulate, or Mission

41. POWS = Portable Operator Workstation (Laptop)
42. PS = Program Support
43. RFP = Request for Proposal
44. RSO = Regional Security Officer
45. SBU = Sensitive but Unclassified
46. SC = Supervisory Controller
47. SCG = Security Classification Guide
48. SME = Subject Matter Expert
49. TDY = Temporary Duty (Work Travel OCONUS)
50. UPS = Uninterruptible Power Supply
51. VAR = Visit Authorization Request
52. VAV = Variable Air Volume

1. General

1.1. The U.S. Embassy located in Athens; Greece requires Building Automation System (BAS) Preventative Maintenance (PM) services. The Contractor shall perform BAS PM Services as described in this Statement of Work. The Contractor shall also provide further evaluation of the overall functionality of the BAS based on concerns and input provided to the Contractor by the Facility Manager (FM) and Facility Maintenance Staff (FMS).

1.2. The Contractor shall provide BAS PM Services for the upkeep of the BAS indicated below in *Section 3. "Building Automation Systems to be Serviced"*.

1.2.1. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration. The BAS PM work required shall include, but is not limited to: Preventative Maintenance; Investigation & troubleshooting; Adjustments; Trend & Alarm configuration; etc.

1.2.2. BAS PM Services shall result in all systems serviced under this agreement being in good operational condition when the work is completed.

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

1.2.4. BAS PM Services shall be performed on BAS installed in and/or serving the General Work Areas (GWA) & Public Access Areas (PAA) at Post.

1.2.5. BAS PM Services shall be performed on BAS installed in the Controlled Access Areas (CAA) Restricted spaces at Post.

1.2.5.1. Additional clearance and security provisions are required to access and work in these spaces.

1.2.5.2. Additional document security classification provisions are required. See paragraph F.2.f.1 for additional details.

1.2.6. BAS PM Services shall be performed on BAS installed in and/or serving the CAA Core spaces at Post.

1.2.6.1. Additional clearance and security provisions are required to access and work in these spaces.

1.2.6.2. Additional document security classification provisions are required. See paragraph F.2.f.1 for additional details.}

1.3. All work shall be accomplished in a manner which conforms to the intent of all applicable IBC, ASHRAE, NFPA/NEC, U.S. EPA, and DOS policy, procedures, and directives; causes no damage to buildings or property; endangers none of the building occupants or workers during these tasks; and leaves the areas safe for occupancy.

1.4. This contract includes security provisions which require a DD Form 254, Contract Security Classification Specification, issued by the Bureau of Diplomatic Security, Industrial Security Division (DS/IS/IND). Issuance of the DD Form 254 is contingent on the Contractor's possessing and maintaining a Defense Counterintelligence and Security Agency (DCSA) {TOP} SECRET facility clearance. Loss or Invalidation of the prime contractor's facility clearance may result in termination of the contract for default. Personnel requiring access to Controlled Access Areas (CAAs), {CORE/PCC} or classified information must possess a {TOP} SECRET security clearance. See *Attachment A: Additional Security Requirements for BAS PMSC in Secure Areas*.

2.Period of Performance

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

2.2. This contract shall provide for **one (1)** BAS PM Site Visit per year for each year of the contract.

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

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

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

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

2.3.4. The work shall be considered deficient if the Contractor fails to provide the required number of BAS PM Site Visits within the 365 days after

contract award / renewal or fails to space out the BAS PM Site Visits in the manner described above.

3. Building Automation Systems to be Serviced

3.1. Building Automation Systems (BAS) installed at Post

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

a. Manufacturer of the BAS: Schneider Electric
b. Name of BAS Product Line: Niagara
c. BAS Software Name and Version Number: Niagara 4.0
d. Operator Workstations (OWS): Dell Optiplex 7050
e. Portable Operator Workstations (POWS): Dell Inspiron 17 5000
f. Supervisory Controllers (SC): JACE 8000
g. I/O Modules Installed:
   1) Model Number 1: TRD-IO-R-16
   2) Model Number 2: TRD-IO-R-34

h. BACnet Sub-Controllers Installed:
   1) Model Number 1: MNB-V2-2

3.2. Equipment Controlled and/or monitored.

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

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

a. Water Cooled Chillers: Dedicated heat recovery chillers – Artichill – PWCCCMV600D7-MM-HR
b. Variable Flow Chilled Water Pumps: Bell & Gossett E-1510 SSF 4.6C

c. Variable Flow Condenser Water Pumps: Bell & Gossett E-1510 SSF 3EB

3.2.1.2. Backup Chilled Water System (Primary Constant Flow Type):

a. Air Cooled Chiller: Artichill – Manhattan series
b. Constant Flow Chilled Water Pumps: Bell & Gossett E-1510 SSF 5EB
c. Heat Exchanger: SWEP DP300

3.2.1.3. Heating Hot Water System (Primary/Secondary Variable Flow Type):

a. Boilers: Cleaver Brooks CFC-700-3300-125HW
b. Constant Flow Primary Heating Hot Water Pumps: Bell & Gossett E-1510 SSF 3GB

3.2.1.4. Air Handling Units: YORK/JSI, YCCB-IPF
3.2.1.5. Terminal Units (Single Duct Cooling Only): Nailor Industries
3.2.1.6. Terminal Units (Single Duct w/Hot Water Reheat): Nailor Industries
3.2.1.7. Fan Coil Units (Four Pipe - Heating & Cooling): Johnson Controls
3.2.1.8. Unit Heaters (Hot Water Type): Zehnder Rittling
3.2.1.9. Fuel Oil System (Monitoring Only): Pneumercator
3.2.1.10. Domestic Water Treatment System (Monitoring Only): Water Professionals
3.2.1.11. Fire Alarm System (Interlocks & Monitoring Only): American Fire

3.3. Buildings where BAS are Installed.

3.3.1. The Post is composed of the following buildings

a. OBC South Office Annex Building: Schneider Electric – Niagara 4.0
b. OBC North Office Annex Building: Schneider Electric – Niagara 4.0
c. Pavilion (Interconnection of buildings)

3.4. Some of the BAS and Mechanical equipment described in this section will require the Contractor to possess a clearance and to utilize cleared

personnel to perform the work required by this Contract. This equipment will be identified for the Contractor by Facility Maintenance Staff when the Contractor is at Post providing BAS PM Services.

4. BAS Preventative Maintenance (PM) Services

4.1. General

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

4.2. Scheduling

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

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

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

4.2.4. See *Section 8. "Pre-Travel Deliverables"* for further requirements.

4.3. Checklist Development

4.3.1. For the first BAS PM Site Visit to Post the Contractor shall utilize generic PM Checklists that the Contractor has previously utilized in the performance of their trade.

4.3.2. During the site visit the Contractor shall collect data on the existing BAS(s) at Post and the associated equipment being controlled. This data shall be used to create site specific PM checklists for use in future BAS PM Site Visits.

4.3.3. After the completion of the Contractor's first BAS PM Site Visit, the Contractor shall create site specific Checklists for each BAS and the equipment controlled and/or monitored by each BAS. These Checklists shall be developed from existing As-Built Data; Operation & Maintenance Data; Set Point Data; Time Schedule Data; and any other data relevant to the PM effort found at Post. This data shall be reviewed by the Contractor to determine the operational baseline requirements that will be used in the Checklists.

4.3.4. All future BAS PM Site Visits shall utilize the site-specific Checklists. These Checklists will be used by the Contractor when Preventative

Maintenance is performed to verify the Building Automation Systems are functioning as originally intended.

4.3.5. There shall be one Checklist provided for each system controlled and/or monitored by a BAS.

4.3.6. See *Section 8. "Pre-Travel Deliverables"* for further requirements.

4.4. Implementation

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

4.5. Periodic PM Activities

4.5.1. At a minimum, the following PM Service activities are required to occur during each site visit.

4.5.2. Check BAS Communication Network: Validate the network connectivity of all BAS controllers, Operator Workstations (OWS/POWS; desktop and laptop computers), Servers, and Network components (repeaters, switches, hubs, etc.). Investigate and remediate any issues found.

4.5.3. Confirm Time Schedules: Review existing time schedules and validate correct operation based on actual time of day and facility occupancy. Adjust time schedules as needed to reflect the actual occupancy patterns of the buildings at Post.

4.5.4. BAS Investigation and Troubleshooting: The Contractor shall provide investigation and troubleshooting services for issues related to the BAS as required in this Statement of Work or as requested by the Facility Manager or the BAS Engineering Technician at Post during a PM Services site visit. Moreover if asked by Post, the Contractor needs to add points and change control or control sequence in the Logic folder and also work with WorkPlace Tech to troubleshoot or program VAVs.

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

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

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

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

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

4.5.5.3. Archive data as necessary to free up hard drive space on the BAS OWS / Server for future trend and data storage.

4.5.6. BAS OWS Graphics: The Contractor shall confer with the Facility Manager after reviewing the BAS OWS graphics and trend logs to determine if any modifications are desired to the presentation of information. Minor changes to improve graphics and reports shall be implemented as needed. If a major change is required by Post crew the contractor needs to advice or perform task and send what needed to Post to be implemented.

4.5.7. Review of Post's Spare Part Inventory: The contractor shall review the Post's spare part inventory during each PM Site Visit and determine what parts need to be procured by Post and update the Spare Part Schedule. See *Section 9. "Post-Travel Deliverables"* in this statement of work for additional requirements.

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

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

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

4.5.8.3. The Contractor shall include screenshots of each BAS OWS Graphics screen. Graphics screens for identical components with the same I/O configuration, such as VAVs or FCUs, can be represented by a single screenshot.

4.5.9. User Account Retention: For each BAS OWS/POWS/Server at Post the Contractor shall:

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

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

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

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

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

a. User Account Name
b. Name of Person Associated` with the User Account
c. User Account Password (if applicable)
d. Type of User Account (Administrator, Standard User, etc.)

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

a. User Account Name
b. Name of Person Associated with the User Account
c. User Account Password (if applicable)

d. Type of User Account (Administrator, Standard User, etc.)

4.5.9.4.3. The Encryption Software User Account tables shall contain the following information. These tables shall include the following three (3) columns.

a. User Account Name
b. Name of Person Associated with the User Account
c. User Account Password (if applicable)

4.5.10. Retaining and Updating BAS As-Built and BAS Operation & Maintenance Manual Documents (Appendix E): The Contractor shall coordinate with the Facility Maintenance Staff at Post to find the existing BAS As-Built and O&M Manual documentation for each BAS installed at Post. When work is performed which modifies the existing BAS hardware/software configuration and/or programming, the Contractor will be responsible for providing updated As-Built and O&M Manual documentation to accurately reflect the new state of each BAS at Post.

4.5.10.1. If electronic media versions of these documents exist at Post, the electronic media versions of the documentation shall be copied. If no electronic media versions of this documentation are available at Post, the Contractor shall scan hard copies of this documentation to create electronic media for submission.

4.5.10.2. Modifications shall be made to reflect any changes made to the Sequences of Operation by the Contractor and any permanent changes to the Sequences of Operation discovered by the Contractor but not previously documented.

4.5.10.3. Modifications shall be made to reflect any physical changes made to the BAS, to include, but not be limited to, wiring changes, changes to controller configurations, the addition or removal of points, etc.

4.5.10.4. Any new BAS Software and/or Hardware Licenses associated with the work performed shall be provided. Licenses shall be fully documented, and information provided in a manner that allows Post to work directly with the BAS manufacturer.

4.5.10.5. In cases where BAS CAD As-Built Drawings are not available, the Contractor shall produce BAS CAD Drawings for only the drawings

that are affected by the work performed. PDFs of these modified drawings shall be inserted into the existing BAS As-Built drawings to replace the outdated drawing pages.

4.5.10.6. O&M Manual data shall be provided for any BAS equipment installed as part of this work. A PDF of the Original O&M Manual shall be altered to remove components that are no longer used. O&M information for components added shall be appended to the O&M Manual.

4.6. Annual PM Activities

4.6.1. At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this statement of work that tasks noted here which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.

4.6.1.1. Panel, Controller and Wiring Inspection:

4.6.1.1.1. Physically inspect all field panels and controllers for damage, excessive dirt or moisture and clean/vacuum as necessary.

4.6.1.1.2. Verify proper voltage at all control transformers.

4.6.1.1.3. Inspect all connections, wire raceways in panels and wire arrangements. Remove any abandoned devices and wiring and update panel diagrams as may be necessary to reflect current arrangements and configurations.

4.6.1.1.4. Verify condition of local battery / UPS that may be connected to the panel power source.

4.6.1.1.5. Take photographs, where permissible, of each Supervisory Controller Enclosure installed at Post. Photographs should include interior and exterior shots, including nearby wall space, and shall be labeled with the Controller name. All photos must be cleared by the RSO prior to removing from Post and/or sharing electronically.

4.6.2. Confirmation of Sequences: The Contractor shall review the operation of BAS controlled equipment / systems and confirm that the functionality corresponds with the As-Built Sequences of Operation. When equipment / systems do not operate as described in the sequences the Contractor shall review the associated programming, sensors, wiring, etc. and determine the cause. If the sequence of operation is changed through an RFI or by Post crew the contractor will work on the

working pronciple and make any adjustments proposed by the BAS Engineering Technician.

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

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

4.6.4.1. BAS Software Assessment: The Contractor shall review the BAS software installed on the BAS OWS and/or Servers to determine if the software need to be upgraded.

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

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

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

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

4.6.4.3. Missing BAS OWS: Under circumstances where a BAS OWS is found to be missing (typically a laptop computer) the Contractor

shall determine what hardware / software is needed. A description of the effort involved in providing the missing BAS OWS and a cost estimate, shall be provided if a BAS OWS is needed at Post.

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

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

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

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

4.6.5. BAS Inventory Retention: While at Post performing PM services, the Contractor shall take inventory of each existing BAS. BAS Inventory data collection shall be performed once, during the initial site visit. The BAS Inventory shall be updated during subsequent PM site visits and resubmitted if it is found that changes have been made that affect the inventory data. The intent of this requirement is to take a full inventory of each installed BAS and to document all of the programming and physical hardware points in each BAS

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

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

4.6.5.1.2. The locations of each OWS, Server, Hub, Router, Switch, Repeater, Supervisory Controller, and any other Ethernet-level controller that communicates directly to the Server, shall be shown on sanitized floor plans. If CAD drawn floor plans are not

available, it is acceptable to show this information on a scanned copy of the floor plan drawings.

4.6.5.1.3. A table providing the following details about the BAS Supervisory Controllers, which communicate directly to the Server. This table shall include the following five (5) columns:

a. Manufacturer of the controller
b. Product Line of the controller
c. Name of the controller, as defined in the BAS
d. Model of the controller
e. Part Number of the controller

4.6.5.1.4. A table providing the following details about the BAS Sub-Controllers, which communicate to a Supervisory Controller, sub-totaled by Supervisory Controller. This table shall include the following six (5) columns:

a. Name of the Supervisory Controller
b. Manufacturer of each type of sub-controller
c. Model of each type of sub-controller
d. Part Number of each type of sub-controller
e. Quantity of each type of sub-controller

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

a. Type of Equipment / System controlled /monitored
b. The quantity of each type of Equipment / System installed

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

4.7. Planned Out Five (5) Year PM Activities

4.7.1. At a minimum, the following PM Service activities are required to occur at least once over the five (5) year span of the BAS PM Service

Activity Schedule. It is the intention of this statement of work that tasks noted here shall be broken up evenly to occur over multiple site visits, over the duration of five (5) years.

4.7.2. Sensor, Operator and End Device Point-to-Point Checkout: Hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life.

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

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

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

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

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

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

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

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

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

4.8. Manufacturers' Recommended PM

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

4.9. Deficiency Reporting

4.9.1. Any and all problems, issues, failures, etc. related to the BAS and/or the equipment / systems controlled and/or monitored by the BAS, discovered by the Contractor while performing any of the PM Services described within *Section 4. "BAS Preventative Maintenance (PM) Services"* of this Statement of Work shall be considered Deficiencies. All Deficiencies (open or closed) shall be documented in the PM Report, following the criteria described in *Section 9. "Post-Travel Deliverables"*.

4.10. Remote Support

4.10.1. The Contractor shall provide up to 50 hours of Remote Support to Post per year, either by phone or by email. The Contractor shall respond to all non-emergency requests within 24 hours, or on the next business day. If Post requires Emergency Support, the Contractor shall respond to Post within 4 hours. All correspondence with Post shall be shared with BAS Support via email. If the Contractor reaches 42 hours of support in a given year and anticipates that more than 50 hours will be required, the Contractor shall notify BAS Support and request a Change Order for the additional hours.

5. Exclusions, Purchase Orders and Modifications

5.1. Exclusions

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

5.2. Purchase Orders and Modifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.General Deliverable Requirements

6.1. General

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

6.1.2. All deliverables, unless otherwise noted, shall be uploaded to FAN.gov in accordance with the COR's instructions. Exceptions include software installation files and mirrored or cloned disks, which are to be left with Post. FAN.gov deliverables will be uploaded to a Post folder

structure as instructed by BAS Support. Files within each sub-folder shall be combined and compressed in "zip" files before uploading to reduce the file count on FAN.gov. The Contractor is responsible for obtaining and maintaining a FAN.gov account. Guidance on FAN.gov accounts can be obtained from BAS Support.

6.1.3. Deliverables to the Post FM shall be submitted as follows:

6.1.3.1. The Contractor to the Post Facility Manager shall submit One (1) set of Deliverable disk (CD-ROM or USB disc).

6.1.3.2. The Contractor shall supply proof of turnover of this disk set, signed by the Post FM, to BAS Support.

6.2. Document Creation, Classification and Handling Requirements

6.2.1. Each submission shall consist of the appropriate documentation as required herein.

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

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

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

6.2.4.1. Multiple deliverable items shall be provided on individual CD or DVD disks, when possible, to reduce the number of disks required to create the deliverable.

6.2.4.2. USB thumb drives or other forms of removable, re-writeable media are not allowed.

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

a. XXXXXXXXXXXXX represents the Contract Number which the deliverable is associated with.

b. YYY represents the deliverable number. This number increases for each new deliverable provided for review and approval.
c. Z is the revision number for the deliverable in question. This number will increase when a deliverable has been resubmitted, provided for review and approval more than one (1) time.
d. Example: SAQMMA18D2948-003 (Rev 1). This would be a deliverable associated with Contract SAQMMA18D2948; 003 indicates that this is the third unique deliverable provided for review and approval; (Rev 1) Indicates that this is the second time this deliverable has been provided for review and approval.

6.2.5. The CDs and/or DVDs and/or USBs on which deliverables are provided shall be labeled with computer generated labels as indicated below. CDs or DVDs which are submitted without a proper label, that have no label, or are labeled by hand will be rejected without review.

a. The Post location
b. The Contract number
c. The Contractor's name
d. The Transmittal Number associated with the deliverable
e. The date when the deliverable was created
f. The classification marking.
g. The name(s) of the deliverable(s) that has (have) been burned onto the disk.
h. When multiple deliverables are provided on a single disk, the deliverables shall be included in dedicated directories which have been named appropriately for each deliverable being submitted. A document shall be included in the root directory which provides a list of the deliverables included in each directory.

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

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

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

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

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

6.2.6.5. All new documentation shall be provided in the English language.

6.2.6.6. All new documents shall include a Table of Contents. The Table of Contents shall include all sections of the document and any addendums included with the document.

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

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

6.2.6.9. The files associated with each BAS Backup created shall be compressed into the standard ZIP file format. Each ZIP file will contain all of the files and directories associated with the BAS Backup created.

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

6.2.8. The Contractor shall be responsible for reviewing all documentation generated under the contract against the "Security Classification Guide for Design and Construction of Overseas Facilities" (SCG) to ensure appropriate classification, marking and handling. This shall include but not be limited to reports, submittals, manuals, drawings, etc.

6.2.9. "Classified" documents shall be generated on a "Classified" computer approved by Defense Security Service.

6.2.10. Documentation established to be "Classified" or "Sensitive but Unclassified" (SBU) will need to follow specific classification, storage, and delivery guidelines.

6.2.11. Any deliverables deemed to be "Classified" shall be provided to the Government separately from other deliverables, in a manner that meets SCG requirements.

6.2.12. Please note that all BAS at Post are "Unclassified" systems. The Contractor will make every effort to avoid over-classifying documents used and created for this Contract.

6.2.13. To avoid unintentionally creating a "Classified" document, the Contractor is instructed to avoid associating BAS and controlled / monitored equipment with CAA Restricted or CAA Core spaces at Post. Associating BAS information with these areas will create a "Classified" document in accordance with the requirements of the "Security Classification Guide for Design and Construction of Overseas Facilities" (SCG).

7. Execution Schedules

7.1. General

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

7.2. Tasks, Milestones and Scaling

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

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

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

7.2.3. The schedule shall be broken down to the task and activity level for all activities required by the contract. The schedule shall include all

milestone activities (i.e., scheduling of Site Visits, submittal preparation start and completion, etc.).

7.2.4. The schedule shall include the following information for each broken out activity:

a. Activity description
b. Activity duration in hours
c. Early start and finish dates
d. Late start and finish dates
e. Activity duration
f. A unique activity identifier for each activity.

7.2.5. The schedule shall be scaled by weeks or as requested by the COR and shall fully disclose all activities (i.e., no roll-ups or summations).

7.3. Updates

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

8. Pre-Travel Deliverables

8.1. PM Service Activity Schedule

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

8.1.2. Each PM Service activity described within this statement of work shall be broken into separate line items for each individual BAS installed at Post. (i.e., there will be three separate line items for activity "Check BAS Communication Network" if there are three separate standalone BAS installed at Post.)

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

8.1.4. For all activities each line item will note what equipment was serviced during the PM site visit, the dates when all equipment were last serviced, the recommended dates for the next servicing for all equipment.

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

8.2. PM Service Activity Description List

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

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

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

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

9. Post-Travel Deliverables

9.1. Site-Specific PM Checklists

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

9.2. PM Service Activity Schedule and PM Activity Description List

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

9.3. Preventative Maintenance Reports

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

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

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

a. Date PM Activity was performed
b. PM Activity that was performed
c. Detailed description of Adjustments made, if any
d. Date Adjustments were made

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

a. Date Deficiency was discovered
b. A brief description of the Deficiency
c. Status of Deficiency – "Open" or "Closed"
d. This column shall include references to the unique designators associated with the Corrective Action descriptions for Deficiencies that have a status of "Closed". A description of the Corrective Action taken shall be provided in the body text of the "Corrective Action" section in the PM Report. The unique designator shall point to where in the PM Report the description of the Corrective Action is located.
e. Date Corrective Action was taken
f. This column shall include references to the unique designators associated with the Proposed Solution descriptions for Deficiencies that have a status of "Open". A description of the Proposed Solution shall be provided in the body text of the "Proposed Solution" section in the PM Report. The unique designator shall point to where in the PM Report the description of the Proposed Solution is located.

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

a. A clear and detailed description of the deficiency and the cause of the deficiency (if known).
b. A clear and detailed description of the Corrective Action Taken.

    1) Indicate if the Deficiency was resolved as part of the PM effort or if a separate Purchase Order or Contract Modification was required to implement the Corrective Action. Append any Purchase Orders and/or Contract Modifications to the end of the PM Report along with the associated proposal.
    2) If the Corrective Action involved revisions to the associated Sequence of Operation, include the revised Sequences.
    3) If the programming was changed to correctly implement the existing Sequence of Operation, describe the changes that were made to the programming.
    4) If point or system override(s) were removed or added to the system in order to allow for proper system operation, identify the point or system override(s) that were modified and describe the reason for removing or adding the override(s).
    5) If the Sequences of Operation were modified in order to meet new conditions at Post, describe the changes that were made to the Sequences.
    6) If the BAS hardware installation was modified, clearly indicate what was changed (wiring, sensors, end devices, operators, the network, controllers, etc.)

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

    1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
    2) Quantity Required
    3) Part description
    4) Manufacturer

9.3.1.5. Proposed Solutions: A section describing the Proposed Solutions proffered to resolve "Open" issues listed in the Deficiency List. The

beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency List. Use of paragraph numbers / letters is acceptable for this purpose. Proposed Solution descriptions will be presented in narrative form and broken down into the seven (7) parts described below.

a. A clear and detailed description of the deficiency and the cause of the deficiency (if known).
b. A clear and detailed description of the Proposed Solution.
c. A description of any impact the work will have on Post. (If Applicable)
d. A description of any assistance the Contractor would require from Post to implement the Proposed Solution. (If Applicable)
e. A table listing any parts that would be needed to implement the Proposed Solution. (If Applicable) The table shall include the following five (5) columns:

    1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
    2) Quantity Required
    3) Part description
    4) Manufacturer
    5) Unit Cost

f. A manpower estimate for how much effort would be required to implement the Proposed Solution during a future PM visit.
g. A Cost Estimate for the Contractor to implement the Proposed Solution during a future PM Site Visit.

    1) If parts that failed or are needed to implement the Proposed Solution are available in the Post's Spare Part Inventory and the Facility Manager permits the Contractor to use the available spare parts, the Contractor shall modify the cost estimate to utilize the spare parts now and procure replacement parts to replenish the Spare Part Inventory later.
    2) If a Post's Spare Part Inventory does not include the appropriate parts or the Facility Manager will not allow the

use of the Post's spare parts, the Contractor's cost estimate shall include procurement and shipping of the parts needed.

3) If the Post choses to procure the parts on their own, the Contractor's proposal shall include only the cost to remove parts / install new parts.

9.3.1.6. Completed Checklists: This section shall compile all of the signed PM Checklists that were filled out during the PM site visit. All checklists provided shall be complete and clearly legible. Handwritten or document scans that cannot be easily read will be rejected.

9.3.1.7. Updated PM Service Activity Schedule: A revised PM Service Activity Schedule, annotated to note what equipment was serviced during the PM site visit, the dates when all equipment were last serviced, the recommended dates for the next servicing for all equipment and any other alterations that the Contractor may make to the schedule.

9.3.1.8. Spare Part Schedule: The Contractor shall create a Spare Part Schedule listing the spare parts the Contractor recommends Post keep on site, after the initial PM Site Visit has been completed. The schedule shall list the spare parts the Contractor recommends Post keep on site. The Spare Part Schedule shall be updated during each subsequent PM Site Visit. Separate tables shall be provided for each standalone BAS at Post. If more than one BAS product line is installed at Post, a separate Spare Parts Schedule shall be provided for each system. Each table shall include the following seven (7) columns:

a. Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
b. Recommended quantity to keep in stock
c. Actual quantity in stock at Post
d. Part description
e. Manufacturer
f. Supplier, including contact information for ordering parts
g. Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc.

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

a. Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
b. Quantity installed
c. Part description
d. Manufacturer
e. Supplier, including contact information for ordering parts
f. Manufacturer's recommended replacement period
g. Recommended date on which the expendable part should be replaced
h. Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc.

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

a. Full Name
b. Company Name
c. Job Title
d. Role in providing BAS PM Services
e. Work Phone Number
f. Work Email address
g. Work Mailing address

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

a. Full Name

b. Company Name (if not an employee of the Department of State)
c. Job Title
d. Office Symbol
e. Work Phone Number
f. Work Email address
g. Work Mailing address

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

a. Full Name
b. Company Name (if not an employee of the Department of State)
c. Job Title
d. Office Symbol
e. Work Phone Number
f. Work Email address
g. Work Mailing address

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

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

a. Point Name
b. Point Address
c. Part Description
d. Part Number
e. Name / Designation of the Associated Controller
f. Network Address and/or IP Address of the Associated Controller

g. Terminal Wire Connection Information (Terminal Block Designation and Terminal Numbers) at Associated Controller
h. Terminal Wire Connection Information (Terminal Block Designation and Terminal Numbers) at Sensor, Operator or End Device
i. Method which the Contractor used to perform the Point-to-Point Checkout
j. Status after Point-to-Point Checkout: "Good", "Bad", "Corrected", etc.
k. Date Last Point-to-Point Checkout was performed (Leave blank if Point-to-Point Checkout has not occurred yet.)
l. Date of Next Scheduled Point-to-Point Checkout (This date will most likely fall outside the multi-year window of the contract.)
m. Checkbox for each line item to indicate if Point-to-Point Checkout was or was not performed during the site visit. (A check in the checkbox will indicate that the Point-to-Point Checkout for that point occurred during the site visit.).

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

a. Point Name
b. Point Address
c. Part Description
d. Part Number
e. Checkbox to indicate if Part can or cannot be calibrated (A check in the checkbox will indicate that the Part can be calibrated.)
f. Value before calibration
g. Deviation from measured/known value before calibration
h. Value after calibration
i. Deviation from measured/known value after calibration

j. Acceptable Deviation Range in accordance with Manufacturer's literature
k. The procedure used by the Contractor to perform the calibration
l. A description of how the actual part was calibrated (Span and zero screws, built in calibration button, etc.)
m. Status after calibration: "Good", "Questionable", "Failed"
n. Date the part was last calibrated. (Leave blank if calibration has not occurred yet.)
o. Date of Next Scheduled Calibration (This date will most likely fall outside the multi-year window of the contract.)
p. Checkbox for each line item to indicate if calibration was or was not performed during the site visit. (A check in the checkbox will indicate that the point was calibrated during the site visit.).

9.3.1.16. Consolidated Proposed Solutions Cost Estimate: A section that provides an overall combined cost estimate for the Contractor to provide repairs described in the Proposed Solutions for all of the "Open" Deficiencies described within the PM Report. This cost estimate shall be broken down into Parts, Shipping to Post, Labor and Travel. This Proposed Solutions Cost Estimate shall also be presented to BAS Support as a separate, formal Proposal document, that can then be used by BAS Support to request funding for these solutions.

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

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

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

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

9.4. Appendices

9.4.1. Appendix A - BAS Backup Retention: An appendix to the report which contains the BAS backups collected for each BAS installed at Post. The BAS Backups shall contain all files necessary to recreate the database and graphics upon the event of a controller or workstation failure. It shall NOT contain any software installation files that are readily available on installation disks. This appendix shall also include the screenshots collected of each BAS OWS Graphics screen.

9.4.2. Appendix B – User Account Retention: An appendix to the report which documents the user account information collected for each BAS installed at Post. NOTE: The Report shall contain confirmation that this appendix was created and left with Post. Due to security policies, it shall NOT be transmitted electronically to BAS Support. Policy is still being developed around the transmittal and storage of this information, and any updates will be communicated to the Contractor upon their release.

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

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

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

9.4.6. Appendix F – Supervisory Controller Photos: An appendix to the report that contains photographs, where permissible, of each Supervisory Controller Enclosure installed at Post. Photographs should include interior and exterior shots, including nearby wall space, and shall be labeled with the Controller name.

10. Deliverable Submission Schedule

10.1. Execution Schedules

10.1.1. Initial Execution Schedule (ES) must be submitted within fifteen (15) business days of the Notice to Proceed. Subsequently the ES shall be submitted on the first Monday of every month throughout the duration of the contract. The Contracting Officer's Representative will respond within fifteen (15) business days of receipt of each ES regarding further action or revisions, if any are required.

10.2. Pre-Travel Deliverables

10.2.1. The items described under *Section 8. "Pre-Travel Deliverables"* must be submitted within twenty (20) business days following Notification to Proceed. For each of these submissions, the COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.

10.3. Post-Travel Deliverables

10.3.1. The items described under *Section 9. "Post-Travel Deliverables"* must be submitted within twenty (20) business days following completion of each site visit. The COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.

11. Retention of Deliverables and Other Data by the Contractor

11.1. General

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

11.1.2. This information shall be securely stored by the Contractor at a facility that maintains an appropriate Facility Level Clearance for the type and classification of the information being stored.

11.1.3. The retention of this data by the Contractor shall act as an external backup for OBO and Post to reference back to when this information cannot be located within the Department of State.

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

12. Contractor's Responsibility

12.1. General

12.1.1. Performance will be accomplished in strict conformance with the contract clauses, provisions, and conditions contained herein.

12.1.2. The Contractor shall be responsible for all methods, techniques, and procedures used and for coordinating the work following the proposed schedule. Portions of the facility not directly affected by work activities shall remain functional.

12.1.3. The Contractor shall be responsible to the Government for acts and omissions of the Contractor's employees, subcontractors and their employees, and other persons performing any of the work under contract with the Contractor.

12.1.4. If the Contractor performs any work contrary to U.S. laws, ordinances, or regulations, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.

12.1.5. The Contractor shall save, defend, keep harmless and indemnify the U.S. Department of State, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (e.g., court costs and attorney's fees), charges, liability of exposure, however caused, on account of any copyright, patented or un-patented invention, process or article manufactured or used in the performance of this Contract, including its use by the Department of State. If the Contractor uses a design, device, or materials covered by license, patent, or copyright, it is mutually agreed and understood that the Contract price, without exception, includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

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

12.2. Codes and Regulations

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

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

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

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

12.3. Authorization to Visit Site

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

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

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

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

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

12.3.3.3. Contractor personnel performing Contract requirements in CAA Restricted spaces shall be U.S. Citizens and have a minimum

security clearance at the TOP SECRET level, verified by DS, to allow for unescorted access. (Required by 12 FAH-6 H-631.5-2) An Interim TOP SECRET clearance will not be accepted for CAA Restricted unescorted access.

12.3.3.4. Contractor personnel performing Contract requirements in CAA Core spaces shall be U.S. Citizens and have a minimum-security clearance at the TOP SECRET level, verified by DS, to allow for limited escorted access. (Required by 12 FAH-6 H-631.5-2) An Interim TOP SECRET clearance will not be accepted for CAA Core access.

12.3.3.5. Clearances shall be certified to DS/IS/IND via Visit Authorization Requests (VAR).

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

12.4. Contractor and Personnel Qualifications

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

12.4.2. The Contractor shall utilize competent BAS engineers, technicians, programmers, etc., satisfactory to the Government, to perform the work and services required by the contract. BAS Engineers, technicians, programmers, etc. shall have a minimum of five (5) years of experience performing work with other U.S. Embassies and Consulates around the world.

12.4.3. The Contractor must be able to train personnel in both operation and troubleshooting of the installed equipment and provide in house training courses to strength the background technical and design practices used in B.A.S.

12.4.4. The Contractor must be familiarized with the regulations and security restrictions of O.B.O. when dealing in alternations of the sequence of

operation or requesting for further construction details of a B.A.S in a U.S. Embassy or Consulate worldwide.

12.4.4.1. The personnel engaged in providing PM Services for the DOS shall be trained and certified by the BAS Manufacturer on the Manufacturer's Product Line(s) being serviced by that employee. Certifications shall be current and maintained throughout the life of the contract. The personnel must also be trained on Work Place Tech to maintain and upgrade VAVs installed at the compound.

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

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

12.4.4.4. The personnel who are proposed by the Contractor to perform BAS work on site in the CAA Restricted spaces at Post shall have appropriate security clearances as required by *Section 12.3*, and the associated sub paragraphs, in this Statement of work.

12.4.4.5. The personnel who are proposed by the Contractor to perform BAS work on site in the CAA Core spaces at Post shall have appropriate security clearances as required by *Section 12.3*, and the associated sub paragraphs, in this Statement of work.

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

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

12.4.7. The Contractor shall be responsible for providing all tools required to perform the work at Post. If the Contractor requires Post to provide

tools or equipment, written permission shall be required in advance of the trip.

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

12.5. Materials and Equipment

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

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

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

12.5.4. The Contractor shall deliver all materials and supplies to the site in the original packaging bearing the name of the manufacturer and details for proper storage and usage. The Contractor shall pack all project materials and equipment to protect them from damage that can be caused by shipment, transit and rough handling. Damaged or deteriorated materials and supplies must be promptly removed from the premises and new materials and supplies sent to Post to replace the damaged or deteriorated materials and supplies.

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

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

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

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

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

12.5.8. The Contractor shall securely procure all materials destined for use in the CAA Restricted and CAA Core Spaces. Personnel involved in the procurement process of CAA Restricted and CAA Core materials, specifically all coordination with potential vendors, choice of vendor, issuance of orders and coordination of deliveries to the Contractor's Consolidated Receiving Point (CRP), if applicable, must possess SECRET clearances. Secure procurement may not be accomplished by un-cleared individuals. Secure procurement shall be accomplished by not disclosing the Post name, location or project for which the items are ordered to any un-cleared vendor. Vendors will not be informed of the ultimate destination or that the materials are destined for installation in CAA Restricted or CAA Core spaces.

12.5.8.1. All materials and equipment destined for CAA Restricted and CAA Core spaces shall be shipped using secure transport modes.

12.5.8.2. The Contractor shall establish a Consolidated Receiving Point (CRP), or utilize an existing DS approved CRP, to receive, stage, store and ship all secure materials.

12.5.8.3. Shipping plans for secure materials, those which will be installed in CAA Restricted and CAA Core spaces, shall identify the Consolidated Receiving Point (CRP) to be utilized by the Contractor.

12.6. Contractor Use of Premises

12.6.1. The Contractor shall confine operations to the areas permitted under the Contract. Portions of the site beyond areas in which work is indicated are not to be disturbed. All persons shall report directly to the Facility Manager (FM) or General Services Officer (GSO) upon arrival and participate in a security briefing provided by the Regional Security Officer (RSO). The Contractor's personnel shall conform to Post's security rules and regulations affecting the work while engaged in the effort and regarding personal behavior. No cameras, computers, phones

or other electronic equipment will be permitted at Post without prior approval by the Regional Security Officer (RSO). The RSO will identify any other site restrictions to the Contractor.

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

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

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

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

13. Delivery, Mail and Courier Addresses

13.1. Classified Packages & Mail

13.1.1. Classified packages / mail shall NOT be sent via the U.S. Postal Service.

13.1.2. Delivery by Courier: Contractors and subcontractors authorized to send Classified packages to the Department shall provide delivery of packages, by appropriately Cleared Contractor, via approved hand-carry methods in accordance with NISPOM 5-410 and 5-411.

13.1.2.1. All Classified hand-carry deliveries from the Contractor to DOS shall be made between the hours 8:00 AM and 3:00 PM during business days. The contractor shall advise the intended recipient of the materials and estimated time of arrival a minimum of 72 hours prior to dispatching the package by courier.

13.1.2.2. Address for Classified Packages / Mail to be sent by Courier to Post:

U.S. Embassy Athens
Facility Manager
MGT/FAC
Department of State / OBO
7100 Athens Place
Washington, DC 20521-7100

13.1.2.3. Address for Classified Packages / Mail sent by Courier to OBO/CFSM/FAC/PS "BAS Support":

OBO/CFSM/FAC/PS BAS Support
1701 NORTH FORT MYER DRIVE
SA-6, FLOOR 8
ARLINGTON, VA 22209

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

13.1.3. Delivery by Commercial Carrier: Alternatively, GSA Schedule 48, Commercial Delivery Carriers, may be used in accordance with NISPOM 5-403-e, and ISL 2006-02, para 18.

13.1.3.1. Currently, the carriers on that list include:

a. DHL (Astar Air Cargo) - Same Day Service
b. FedEx – Same Day Service, First Overnight, Priority Overnight or Standard Overnight
c. Airnet Systems – Mission Critical or Same Day Service
d. United Parcel Service – UPS Next Day Air Early, Next Day Air, or Next Day Air Saver
e. UPS Supply Chain Solutions – Constant Surveillance Service

13.1.3.2. Classified Packages / Mail to be delivered via authorized Commercial Delivery Carrier listed above should be addressed as follows:

13.1.3.2.1. Address for Classified Packages / Mail sent by Commercial Carrier to Post:

U.S. Embassy Athens
Facility Manager
MGT/FAC
Department of State / OBO
7100 Athens Place
Washington, DC 20521-7100

13.1.3.2.2. Address for Classified Packages / Mail sent by Commercial Carrier to OBO/CFSM/FAC/PS "BAS Support":

OBO/CFSM/FAC/PS BAS Support
1701 NORTH FORT MYER DRIVE
SA-6, FLOOR 8
ARLINGTON, VA 22209

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

13.2. Unclassified Packages & Mail

13.2.1. Unclassified packages / mail sent via U.S. Mail, Registered or Certified Mail, Courier Service and U.S. Postal Service Overnight Express shall be addressed as follows.

13.2.1.1. NOTE: Classified information cannot be sent via the methods described above.

13.2.1.2. Address for Unclassified Packages sent to Post:

Unites States Embassy, Athens
91 Vas. Sofias Avenue
Athens, Greece 10160

Points of Contact:
Nikolas Tsolakoglou (0030 6948806265)
Petros Panayioto (0030 6948387215)

13.2.1.3. Address for Unclassified Mail sent to Post:

Unites States Embassy, Athens

91 Vas. Sofias Avenue
Athens, Greece 10160

Points of Contact:
Nikolas Tsolakoglou (0030 6948806265)
Petros Panayioto (0030 6948387215)

13.2.1.4. Address for Unclassified Packages sent to OBO/CFSM/FAC/PS "BAS Support":

OBO/CSFM/FAC/PS - BAS SUPPORT
U.S. DEPARTMENT OF STATE
1701 NORTH FORT MYER DRIVE
SA-6, FLOOR 8
ARLINGTON, VA 22209

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

13.2.1.5. Address for Unclassified Mail sent to OBO/CFSM/FAC/PS "BAS Support":

OBO/CSFM/FAC/PS - BAS SUPPORT
U.S. DEPARTMENT OF STATE
SA-6, FLOOR 8
WASHINGTON, DC 20522-0608

14. Government's Responsibility

14.1. General

14.1.1. The Government will provide access to all identified areas for work.

14.1.2. The Government will provide to the Contractor the name and phone number of at least one person at Post with authority who can be contacted 24 hours a day.

14.1.3. Any escort responsibilities shall be arranged and provided by the Post Facility Manager at no expense to the Contractor.

Appendix 1: Additional Security Requirements for BAS PMSC in Secure Areas

1. General

1.1. This Purchase Order includes security provisions that are contained in the attached DD Form 254, Contract Security Classification Specification, issued by the Bureau of Diplomatic Security, DS/IS/IND. Contractor must maintain a Secret Facility Clearance issued by Defense Counterintelligence and Security Agency (DCSA) for period of performance.

1.2. Public Release of Information

There shall be no press release of information or photographs, to include on company websites, concerning any aspect of the design, construction, or other services relating to this contract, or other documents resulting there from, without the written prior approval of the Contracting Officer. The contractor shall include the substance of this provision in all subcontracts hereunder.

2. Personnel Requirements

2.1. Personnel Clearances

Contractor personnel requiring unescorted access to CAA spaces at overseas posts, or access to classified information domestically or overseas, shall possess SECRET personnel security clearances issued by DCSA prior to contract performance.

2.2. Visit Authorization Requests

Visit Authorization Requests (VARs) for all cleared personnel performing on this task at DOS locations, domestically and overseas, are to be sent via e-mail to DSINDOBOVARS@state.gov (with the DS/IS/IND POC copied). A VAR is valid for 12 months; an updated VAR is required 30 days prior to the current VAR expiring.

2.3. Country Clearance for Travel to Post/Site

The Contractor must submit to the COR a Country Clearance Request (CCR) for all Contractor and all subcontractor employees visiting the site short term (less than one month) or deploying to the site long-term (in excess of one month). CCRs shall be submitted for both cleared and uncleared personnel. The Contractor shall submit CCRs in the format required by the COR. Submission of specified form will result in official notification to the Regional Security Officer (RSO) of contractor personnel arriving at Post, dates of visit or duration of stay, purpose of visit or employee's position with Contractor, security clearance level, and passport or other identifying information. CCRs shall be submitted to COR and the VARs to DS/IS/IND at least 14 business days prior to site arrival date.

Admission to Post by the RSO and appropriate badging for access are dependent upon receipt of Country Clearance Requests and VARs prior to arrival.

2.4. Standards of Conduct

Contractor personnel assigned to the contract shall observe appropriate standards of conduct and other appropriate Departmental regulations, as well as any special standards of conduct promulgated by the local embassy/post to govern U.S. Government personnel. Non-adherence to the provisions of the above may subject Contractor personnel to removal at the Contractor's expense.

2.5. Removal of Individual Contractor Employees for Cause

A determination to remove a Contractor employee from Post, or from contract performance at a domestic facility, due to misconduct or unsuitability may involve, but is not limited to, the following types of misconduct or delinquency that may be documented by the Regional Security Officer or DS/IS/IND:

a. Notoriously disgraceful conduct, to include the frequenting of prostitutes, engaging in public or promiscuous sexual relations, spousal abuse, neglect or abuse of children, manufacturing or distributing pornography, entering into debts the employee could not pay, or making use of one's position or immunity to profit or to provide favor to another or to create the impression of gaining or giving an improper favor.
b. Failure to report notoriously disgraceful conduct and/or non-compliance of other employees (DoS, Contractor or foreign national) in accordance with existing Post and Department of State policies and regulations.
c. Neglect of duty, unsatisfactory performance, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance/cooperate in upholding the integrity of the objectives of this contract.
d. Falsification or unlawful concealment, removal, mutilation or destruction of any document or record, or concealment of material facts by willful omissions from documents or records. Improper use of credentials, badges or official papers.
e. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Participation in

disruptive activities that interfere with the normal efficient operations of the worksite.

f. Theft, vandalism, immoral conduct, or any other criminal action under U.S. or host country law.
g. Selling, consuming or being under the influence of drugs, or other illegal substances that produce similar effects.
h. Abuse of alcohol.
i. Any evidence that would indicate that the individual is guilty of security violations including black market dealings, currency manipulation, violations of the post contact policy regarding criteria country nationals, espionage or treason.
j. Noncompliance with post security and reporting policies.

3. Briefing and Reporting Requirements

3.1. Security Briefings

All U.S. citizens will be required to attend Contractor-provided initial, pre-deployment, and continuing security awareness briefings regarding policies and procedures for the protection of classified, SBU and unclassified information, and the contractual security requirements contained in this Attachment to the DD Form 254. Contractor shall maintain a copy of signed briefing acknowledgements for each employee performing on the contract

Upon arrival at an overseas Post/Site, all American personnel will be required to attend initial and subsequent periodic security briefings by the RSO, or designee. All personnel must attend a debriefing by the RSO, or designee. Additional debriefing may be requested by Diplomatic Security, either at post/site prior to departure and/or at the Contractor's location.

3.2. Personal (Unofficial) Travel Outside of the Project Country

Cleared contractor personnel must report all unofficial travel to the RSO one week prior to departure. RSO will arrange appropriate travel briefing/debriefing through the RSO when the itinerary includes transit through or visit to a Prohibited Countries List country. Domestically, contractors should report unofficial travel which includes transit through or visit to a Prohibited Countries List country to DS/IS/IND.

3.3. Suspicious Contact Reports (SCRs)

Any contact with host or third country nationals that seems suspicious (such as undue curiosity as to the purpose of presence in country, requests for information regarding the project or project personnel), or attempts to establish suspicious recurring contact beyond routine professional or

personal services, shall be reported immediately to the RSO. Reporting of suspicious contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to Diplomatic Security's Counterintelligence Division (DS/CI). Additionally, the company FSO shall submit a Suspicious Contact Report to the DCSA Industrial Security Representative (in accordance with the NIPSOM) and DS/IS/IND.

3.4. Reporting of Suspicious Incidents Occurring at Off-site Locations or During Travel to/from the Project Site

Avoid discussing project and post activities while not on the site, to include in hotel rooms, restaurants and all other public places. Report any suspicious or actual incidents, any contact with the local authorities, or undue attention or surveillance of project personnel or the project site.

3.5. Foreign Contact Reporting

All contractors at the project site must adhere to the foreign contact reporting requirements specific to each project site, as briefed by the RSO, which may include all unofficial contact with nationals from specific HUMINT threat countries, the reporting of close and continuing social contact with foreign nationals, cohabitation with foreign nationals, and non-project related personal business and/or financial relationships with any foreign nationals. Reporting of foreign contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to Diplomatic Security's Counterintelligence Division (DS/CI). If investigative action results in information of which the contractor should be aware, the reporting contractor will be briefed by the RSO.

3.6. Reporting Marriage, Intent to Marry, Cohabitation or Other Continuing Bonds of Affection with Foreign Nationals

Cleared contractor personnel working at DoS locations must report marriage, impending marriage, cohabitation and other continuing bonds of affection with foreign nationals to the RSO and DS/IS/IND, in accordance with 12 FAM 270.

3.7. Reporting Adverse Financial Situation and Certain Arrests

Cleared contractor personnel working on DoS contracts must report to DS/IS/IND, through their Facility Security Officer, wage garnishments, credit judgments, repossessions, tax liens, bankruptcies, and/or intentions to file for bankruptcy. Cleared contractors must also report adverse

involvement with law enforcement agencies to include: Arrests, other than minor traffic violations, for which a fine or forfeiture of $150 or more was imposed; or arrests for "driving under the influence" or "driving while intoxicated." Arrests must be reported in a timely fashion (i.e., within 72 hours). Reporting must not be delayed pending the conclusion of any judicial action. Contractors arrested or detained overseas for reasons listed above, or for any reason, must report to RSO and DS/IS/IND.

3.8. Dual Citizenship

Cleared contractors contemplating applying for citizenship with a foreign country must report this fact to their Contracting Officer's Representative (COR) and DS/IS/IND when any act is initiated in furtherance of obtaining foreign citizenship.

4. Subcontracting Requirements

4.1. DD Forms 254 for Subcontractors

The prime Contractor must request a DD Form 254 for all cleared subcontractors performing on this contract. Requests for DD Forms 254 must be forwarded via e-mail to DS_IND_OBOTeam@state.gov, prior to Subcontractor (or prospective subcontractor) access to any classified information or deployment to the site. DD Forms 254 issued by DS/IS/IND will be forwarded to the prime contractor for distribution to subcontractors. Contractors are not authorized to issue their own subcontractor DD Forms 254.

5. Handling/Marking Requirements - Classified & Sensitive But Unclassified (SBU)

5.1. Security Classification Guide

All documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, exposed film, negatives, specifications, scopes of work, lists of Government Furnished Equipment and any other material received or generated in conjunction with this task, shall be classified, marked and handled in accordance with the Security Classification Guide (SCG) for Design and Construction of Overseas Facilities dated July 2018, which identifies the specific types of information associated with diplomatic construction projects, and the level of classification for such information.

5.2. Protection of Classified and SBU Information

The Contractor and all Subcontractors must comply with all Department of State (DOS) and Department of Defense (DOD) requirements relating to the protection of classified and Sensitive But Unclassified (SBU)

information and cooperate fully in all security matters that may arise relating to this contract.

The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs) or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer, the DoS COR listed on the reciprocal DD 254 and DS/IS/IND, point of contact listed at the bottom of Item 13 of the reciprocal DD Form 254.

5.3. Disposition and Retention of Task/Project Information

All classified and SBU material, including copies and reproductions and classified information stored on approved IS (Information Systems) and classified or SBU electronic media, received or generated in the performance of this task, shall be returned to the CO upon completion of the project unless the material has been destroyed or retention of the material is authorized in accordance with the National Industrial Security Program Operating Manual (NISPOM). Retention authority for classified material can be requested from DS/IS/IND, which shall coordinate an approval letter with the CO. Classified and SBU material shall be returned or destroyed within 120 days after final delivery of project drawings and specifications and any other services; or 120 days after completion or termination of the project.

5.4. Project Generated Information at Contractor's Facility – Disposal/Destruction Plan

The Contractor FSO shall develop a waste paper disposal/destruction plan for all task related paper documents and drawings generated at their facility. Waste paper includes any DoS, OBO, contract or project documentation related to contract personnel matters, working papers, contract deliverables, submittals, correspondence, schedules, warranty and equipment manuals, any drawings regardless of sensitivity and all other task related paper. All paper produced in Contractor and subcontractors' offices relating to this contract shall be collected separately from refuse, garbage and material, and disposed of in accordance with the plan. Contractor shall provide appropriate means of disposal for both Sensitive But Unclassified and classified information. Sensitive But Unclassified information must be destroyed by crosscut shredder (residue must be 1/32 inch width by ½ inch length or smaller), burned beyond reconstruction, or disintegrated, just as classified information is required to be destroyed.

Task related waste paper may not be put into commercial trash containers for removal.

5.5. Project Related Classified Working Papers, As-Builts and other Classified Generated at Post

Contractors are not authorized to hand-carry classified material overseas. Classified information required for use at Post will be provided by the OBO COR. Any classified information to be generated electronically at Post must be generated in DoS secure spaces on secure computers, coordinated with RSO. Project related classified material generated while at the Post must be delivered to the RSO for transmission to OBO by classified Diplomatic Pouch or authorized DoS courier. Secure fax or DoS Classified LAN (CLAN) can be utilized when coordinated with the COR. All classified materials given to the RSO for transmission must be appropriately marked with appropriate classification markings (unclassified, SBU, SBU/NOFORN, Confidential or Secret), government warnings against reproduction and distribution and bear the proper name of the site/project. Unmarked submittals shall be returned to the prime for classification and marking prior to transmission. Upon delivery of the classified material to OBO, the OBO COR will arrange for the return of the classified material to the contractor's cleared facility via appropriate means.

All project related working papers and drawings to be removed from the Post shall be reviewed by RSO or designated Contractor document security manager one (1) day prior to departure, to ensure that classified material has not been generated and is not hand-carried back to Contractor facility.

Only SBU and unclassified project documentation may be hand-carried back to contractor facility for storage/disposal. Contractor shall maintain positive, personal control over documentation at all times.

5.6. Photographs

Photographs of any diplomatic overseas building or facility must be authorized in advance by the DoS Regional Security Officer (RSO), or DoS COR, who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment. The contractor shall submit all CAA photographs taken by digital cameras and stored on electronic media to the RSO or COR for review. Written approval for removal from the site must be obtained by the Government

reviewer. Any photographs or storage media (memory cards) determined to be classified shall be turned over to the RSO to forward via classified Diplomatic Pouch. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

6. Transmission Requirements for SBU

6.1. Transmission of Sensitive But Unclassified (SBU)

SBU information via the Internet is prohibited, in accordance with the Security Classification Guide (SCG) for Design and Construction of Facilities Overseas, dated Brie. SBU information can be transmitted via ProjNet, mail, GSA Schedule 48 commercial carriers or fax, as outlined in the SCG, or hand-carried by authorized contractor personnel. When it is deemed necessary to take personal or contractor-owned laptops, Personal Digital Assistants (PDAs), smart phones (such as BlackBerrys), cell phones, digital cameras or any other electronic processing media outside a cleared facility, or overseas, to process or store any DoS project information (on or off the site), the following guidelines must be adhered to:

a. The device must have its hard drive encrypted using any product on the IT CCB list, or any NIST approved product. (NIST approved products can be found at http://csrc.nist.gov/groups/STM/cmvp/validation.html)
b. An overwrite utility software must be used to remove all previous data in the following manner: A first overwrite pass using the number '1'; A second overwrite pass using the number '0'; and a third overwrite pass using ANY character.
c. Transmission/storage of classified information on laptops, PDAs, smart phones or digital cameras is not authorized.
d. Electronic media which contains DoS project information MUST be hand-carried at all times, both domestically and overseas. This equipment shall NOT be checked with luggage. It must remain in the carrier's possession at all times. Any loss or compromise of electronic media containing project information must be reported to DS/IS/IND immediately.

6.2. Separate Packaging of Electronic Media and Hardcopy Material

The Contractor and any associated subcontractors will package all paper documents and drawings separately from electronic media, regardless of its classification. Specifically, electronic media (such as CDs) will be transported in electronic media packages that contain no other hard copies of any kind, beyond that of transfer/receipt documentation. Paper drawings and documents will be packaged separately.

6.3. Double-Wrapping and Addressing of Packages

For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, regardless of classification, is double-wrapped with both layers addressed properly and labeled with the sender's address. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes. No indication of the classification or sensitivity should appear on the outer wrapper. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.

6.4. Packaging Heavy Materials in Appropriate Containers

In applying the above double-wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall be double wrapped and then the package shall be enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.}

SECTION 2 - CONTRACT CLAUSES

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

FAR 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:

__ (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).
_X_ (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).
_X_ (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).
_X_ (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.
_X_ (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).

_X_ (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).
_X_ (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).
_X_ (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).
_X_ (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).
_X_ (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).
_X_ (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).
_X_ (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:
__ (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)

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) *Definitions.* As used in this clause—
Foreign person means any person other than a United States person.
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. 7701(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) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will

withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). 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.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(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 clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
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)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APRIL 1984)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

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 five (5 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)

652.215-70EXAMINATION 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).

652.229-70EXCISE 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 and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(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:

Columbus Day
OXI Day
Veterans Day
Thanksgiving Day
Christmas Day
Boxing Day
New Year's Day
Epiphany
Martin Luther King's Birthday
Presidents' Day
Kathari Deftera
Greek Independence
Good Friday
Holy Saturday
Easter Sunday
Easter Monday
May Day
Memorial Day
Holy Spirit
Juneteenth
Independence Day

Assumption Day
Labor Day

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

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

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

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

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

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

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

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be

without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70CONTRACTING 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 BAS Engineering Technician.

(End of clause)

652.242-73AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

652.243-70NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

DOSAR 652.239-801 DISCLOSURE OF AI USE CLAUSE (DEVIATION) (SEP 2025)

(a) *Definitions*. As used in this clause:
Artificial Intelligence (AI): The term "artificial intelligence" has the meaning provided in Section 238(g) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.
i. This definition of AI encompasses, but is not limited to, the AI technical subfields of machine learning (including deep learning as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.
ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.
iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).
iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.
(b) **Disclosure of AI Use in Contract Performance.** When the Contractor or any of its subcontractors, vendors, or agents intends to incorporate AI into the performance of the contract, the Contractor shall provide the following disclosures in its offer:
Disclose the intended use of AI and provide a description of the AI system or capability and its purpose within the contract scope; specify whether the system was developed internally, acquired from a third party, or is publicly/commercially

available; indicate if the AI system will process PII or be used in ways that may affect privacy, civil rights, safety, or public interaction; detail the governance, oversight, and human-in-the-loop mechanisms to be applied; and describe any applicable testing, evaluation, risk management, or bias mitigation measures that have been or will be implemented.
These disclosures must be updated promptly to the Contracting Officer during the period of performance upon any new use of AI or significant material change to the existing AI capability, its functionality, its use case, or its data inputs/outputs during the life of the contract.
The Government reserves the right to review the proposed AI use, request additional safeguards or controls, and/or disallow its use if it is deemed inconsistent with agency policy, legal requirements, or federal AI governance standards.

(End of Clause)

DOSAR 652.239-802 VENDOR LOCK-IN PROVISION (DEVIATION) (SEP 2025)

(a) Definitions. As used in this provision-
Vendor Lock-In-The term vendor lock-in refers to a situation in which the Government's ability to operate, maintain, or transition a system, data, software, or related capability is limited due to dependency on proprietary technologies, formats, or services controlled by a specific contractor. This includes restrictions on access to models, training data, source code, documentation, or technical interfaces that would prevent or burden the Government's ability to transition to alternative solutions or providers.

(b) Vendor Lock-In Mitigation. The Government requires that offers submitted in response to this solicitation that incorporate AI technologies include terms that reduce vendor lock-in risk, such as requirements regarding knowledge transfer, clear data and model portability practices, clear licensing terms, and pricing transparency.

This applies to all prime contractors and subcontractors performing AI-related work under this contract and must be flowed down accordingly.

(End of Provision)

DOSAR 652.239-803 ARTIFICIAL INTELLIGENCE CLAUSE (DEVIATION) (SEPT 2025)

Artificial Intelligence (Sep 2025)
(a) Definitions. As used in this clause Artificial Intelligence (AI): The term "artificial intelligence" has the meaning provided in Section 238(g) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

i. This definition of AI encompasses, but is not limited to, the AI technical subfields of machine learning (including deep learning as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.

ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.

iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).
iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

AI Incident: The term “AI incident” refers to a violation or immediate threat of violation of AI policies, acceptable use policies for the AI system or service, or standard AI practices. Examples of AI incidents include:

i. An AI system malfunctions due to a bug or development flaw, creating a potential harm to an individual’s rights or safety, a potential harm to property, or a potential disruption to the management and operation of critical infrastructure;
ii. An AI service generates harmful, false, inappropriate, or erroneous outputs, impacting or potentially impacting individuals or a group of people; and
iii. A user employs an AI system in ways that violate ethical guidelines or Department acceptable use policies, such as using a facial recognition system for unauthorized surveillance.
Non-Public Information-Non-Public Information refers to any data, materials, or knowledge that is not publicly available or accessible, including but not limited to

proprietary business information, technical data, personally identifiable information (PII), trade secrets, internal communications, and any information protected under applicable laws and regulations. This information must be handled in accordance with all relevant international, federal, and local privacy and security requirements applicable to the global scope of this contract.
Significant Modification-The term significant modification refers to an update to an AI application or to the conditions or context in which it is used, such as through changing its functionality, underlying structure, or performance, that meaningfully alters the AI's impact, rendering prior evaluations, training, or documentation misleading to users, overseers, or individuals affected by the system. This includes significantly changing the context, scope, or intended purpose in which the AI is used. In case there is any doubt or ambiguity as to whether an event constitutes a significant modification for purposes of this clause, the contractor will present the issue to the contracting officer, whose decision on the matter will be final.
(b) Use of Government Data and AI Outputs. The Contractor shall ensure that its employees, subcontractors, affiliates, and agents do not use any nonpublic information, data, or content provided by the Government under this contract—whether inputted by the agency into an AI-enabled system or generated as an output of such a system—to train, fine-tune, or improve any publicly or commercially available AI system or model, including but not limited to foundation models, large language models (LLMs), or general-purpose AI tools without written authorization from the Contracting Officer in consultation with the AI Investment Management Group (AIM Group).
(c) Privacy Compliance in AI Systems Involving Personally Identifiable Information (PII). The Contractor shall ensure full compliance with all applicable Federal privacy laws, regulations, executive orders, and agency-specific privacy policies when developing, deploying, operating, or maintaining any AI system or service under this contract that will create, collect, use, process, store, maintain, disseminate, disclose, or dispose of Federal information containing personally identifiable information.

1. Incident Reporting. During the performance of this contract, the Contractor must comply with 12 FAM 550 Security Incident Program. Additionally, the Contractor shall report all AI incidents to CIRT@state.gov. CIRT will review and assess to determine if the reported event is a potential cybersecurity and/or AI incident. Based on the cause of the event, nature and scope
of the potential threat, and other operational impacts, the event may be classified as a cybersecurity and/or serious AI incident and escalated for subsequent reporting,

analysis, and the coordination of incident response actions, which will require the Contractor to provide additional details regarding the reported incident. In all AI incidents, contractors must notify the Responsible AI Official via RAIO@state.gov and follow Incident Response Processes. In instances when PII is involved in actual or suspected AI incidents, contractors are also responsible for adhering to 5 FAM 465. Contractors must report the AI incident to the Privacy Office using the Department's Breach Incident Form (access to this online form will be provided after contract award) or contacting PRVIncidents@state.gov

2. The obligations in this clause apply to all prime contractors, subcontractors, vendors, and third parties who handle PII on behalf of the Contractor and must be flowed down to all relevant subcontracts.
(d) Compliance with Minimum Risk Management Standards The Contractor shall comply with the minimum AI risk management practices for high-impact use cases as required by OMB M-25-21. These include but are not limited to the following:

1. Applying the NIST AI Risk Management Framework;
2. Supporting agency-led impact assessments;
3. Ensuring transparency of system design, data lineage, and decision logic.
(e) Evaluation and Monitoring of AI System Performance. The Contractor shall allow the agency to perform quarterly or biannual evaluations of AI system performance, risks, and effectiveness.

1. The Government anticipates that independent testing will use internal datasets to reflect real-world operational use cases as closely as possible. These datasets:
• Will remain confidential and will not be shared with the Contractor; and
• Will be used solely for the purpose of evaluating system performance.

2. Within 10 business days of the Government's notice to conduct independent testing, the Contractor shall provide the agency with access to necessary documentation, system resources and operational time. If testing is performed by the Contractor, the Government reserves the right to: -
• Independently reproduce or verify test results; and
• Review and access all test methodologies and outcomes to ensure transparency and accuracy.

3. Within 10 business days of a Government request, the Contractor shall provide detailed documentation of internal testing procedures and collaborate with the agency to ensure alignment with evaluation objectives. The Government

anticipates issuing these requests no more than two times per year. The Contractor agrees that testing results and methodologies
may be used internally by the agency for performance assessments and operational improvements, while safeguarding proprietary information and intellectual property.

(f) Performance Monitoring and Remediation Requirements. The Contractor shall regularly:

1. Monitor the AI system's performance in operational environments;
2. Identify and rectify unacceptable system behavior;
3. Ensure any new AI version meets predefined performance thresholds before deployment;
4. Rollback to a previous version if performance degradation is detected.

(g) New AI Feature Integration Notification. The Contractor shall provide written notification to the Contracting Officer or their designated representative at least ten business days before implementing any of the following proposed changes to High-Impact AI use cases, or when functionality newly meets the High-Impact threshold:
• Material changes to the AI system;
• Addition of new AI algorithms or features;
• Significant Modifications to underlying models or data sources.

The notification shall include:
• A clear description of the proposed change;
• Anticipated impacts on system performance, security, or compliance;
• Risk mitigation strategies; and
• Documentation demonstrating continued adherence to applicable federal standards, including OMB M-25-21 and M-25-22.

The Government will review the proposed changes to ensure alignment with operational requirements, compliance standards, and risk management protocols. Approval or disapproval by a designated representative to the Contracting Officer will be communicated prior to deployment.
(h) Maximize Use of American-Made AI. The Vendor shall disclose whether the Artificial Intelligence (AI) system provided under this Agreement was developed and is maintained entirely within the United States. If any portion of the AI system was developed or is maintained outside the United States, the Vendor shall disclose

the foreign jurisdiction(s) involved and describe the nature and extent of such development or maintenance activities. This disclosure shall be provided to ensure compliance with federal policies governing AI systems and applicable. National security requirements pursuant to OMB Memorandum M-25-22, Section 3(c).

(End of Clause)

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

Notice to offerors.
Quotes that are submitted in electronic format must not be larger than 25 MB in size and may only contain files and attachments in .zip and .pdf formats. The Department server may block other formats, files, and attachments, including external links to Cloud storage, i.e., DropBox and Google Drive. If the file size should exceed the 25MB, the submission must be made in separate files and attached to separate emails with less than 25MB each.

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

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

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

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

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

2. The offeror shall provide proof of SAM registration to include the SAM UEI number.

3. List of clients over the past _3_ years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Greece then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

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

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

6. The offeror's strategic plan for maintenance of the building automation services to include but not limited to:

    (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s),
or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 (NOV 2024)
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (SEP 2023)
52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD 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, Management Counselor, at Athprocurement@state.gov. 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 Global Acquisitions (A/GA), 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.

- **Evaluation Factor: Personnel Qualifications and Vendor Authorization**
  The Offeror shall provide verifiable evidence demonstrating compliance with the following requirements:

  1. **Project oriented working experience**
     The offeror must demonstrate experience in both design and construction of BAS projects operating in Department of State Embassies or Consulars worldwide, along with the U.S. Department of State Bureau of Overseas Buildings Operations (O.B.O) technical and construction processes.

2. **Active Security Clearances:**
   The Offeror must certify that all personnel proposed to perform work under this contract possess current and active U.S. Government security clearances at the appropriate level required for the scope of work. Documentation must include:
   - A list of cleared personnel, including clearance level and issuing agency.
   - Clearance expiration dates or proof of current validity.
   - POC information for verification (e.g., Facility Security Officer contact).

3. **Authorization to Work on Government Installations:**
   The Offeror must provide documentation showing authorization to access and perform work on U.S. Government installations. This includes:
   - Proof of compliance with federal site access requirements (e.g., base access protocols, vetting).
   - History of previous work on similar government installations, if applicable.

4. **Schneider Electric Certification:**
   The Offeror must demonstrate that they are a certified Schneider Electric Authorized Installer and/or Maintenance Provider. Acceptable evidence includes:
   - A current certificate of authorization from Schneider Electric.
   - A letter of good standing or vendor verification from Schneider Electric.
   - Experience records or references for previous installations or maintenance of Schneider Electric systems.
   - Workplace Tech working experience

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).

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

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise

(2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.240-90 Security Prohibitions and Exclusions Representations and Certifications.

Security Prohibitions and Exclusions Representations and Certifications (Deviation Date)

(a) *Definitions.* As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable

inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(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 (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum

products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.
(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 least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, 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)

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)

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

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—REPRESENTATION AND CERTIFICATIONS (JUN 2020)