

U.S. Embassy Abidjan

Date: 09/11/2019

To: Prospective Offerors

Subject: Solicitation number **191V1019Q0032**

Enclosed is a Request for Proposals (RFP) for **Preventive maintenance services for the building automation system**. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

Proposals are due by **September 20, 2019** at **12:00PM** local time.

The successful offeror shall have a DUNS number and be registered in SAM/CCR through the following sites: DUNS – [www.dnb.com](http://www.dnb.com) and SAM/CCR [www.sam.gov](http://www.sam.gov).

Sincerely,

Roland Dixon, Jr.  
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 61			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>191V1019Q0032</b>		6. SOLICITATION ISSUE DATE <b>09/12/2019</b>	
7. FOR SOLICITATION INFORMATION CALL				a. NAME <b>Pierre M'bada</b>		b. TELEPHONE NUMBER (No collect calls) <b>(225) 2249-4390</b>		8. OFFER DUE DATE/ LOCAL TIME <b>09/20/2019 12:00PM</b>	
9. ISSUED BY <b>PROCUREMENT OFFICE AMERICAN EMBASSY 01 BP 1712 ABIDJAN 01</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO <b>Information Management officer AMERICAN EMBASSY Riviera Golf</b>				16. ADMINISTERED BY <b>Procurement and Contracting Office</b>					
17a. CONTRACTOR/OFFEROR				18a. PAYMENT WILL BE MADE BY EFT <b>BUDGET AND FINANCE OFFICE <a href="mailto:AbidjanFMOInvoices@state.gov">AbidjanFMOInvoices@state.gov</a> American embassy. Abidjan 01 BP 1712 ABIDJAN 01 TEL: 2249-4696</b>					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	<b>PREVENTIVE MAINTENANCE FOR THE BUILDING AUTOMATION SYSTEM</b>			5	year				
(Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 01 COPIE TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED	
					<b>Nelson Joshua., CO</b>				

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STANDARD FORM 1449 (REV 4/2002)

Prescribed by GSA - FAR (48 CFR) 53.21

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
PARTIAL	FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)	
					42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**SECTION B**  
**-SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SCOPE OF SERVICES**

The Contractor shall provide personnel, supplies and equipment, as identified in this solicitation and Exhibit I, for **Preventive maintenance services for the building automation system** at US Embassy in Abidjan as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract and exhibits attached in Section J.

**B.2 TYPE OF CONTRACT**

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

**B.3 PRICES/COSTS**

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.3.2 All prices shall be submitted in local currency

B.3.3 Scheduled Maintenance Services

(a) In consideration of satisfactory performance of all the scheduled services required under this contract, the Contractor shall be paid a fixed-price per month for Scheduled Maintenance Services. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor (unless mandated by local law see B.7), or because of the Contractor 's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the maintenance plan is. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

(b) Premium pay for services required to be provided on holidays is included only in the fixed prices for Scheduled Maintenance Services.

### B.3.4 Unscheduled Services

(a) The fixed hourly rates per labor category shall be used to establish firm fixed-price task orders. Each task order shall be issued in advance and priced by multiplying the hourly rates by the number of hours required.

(b) The Contractor shall also be reimbursed for costs for any materials/equipment ordered under the task order issued by the Government in conjunction with the Unscheduled Services, as further described in H.14. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handling. If VAT charges are paid then they must be itemized in each task order.

### B. 3.5 Emergency Services

(a) Emergency services shall be issued and priced at the same rates as unscheduled services, however, work that is required beyond normal working hours or days (see F.8) or 40 hours per week or 8 hours per day and meet the definition of emergency services as defined in C.1.3 may use overtime rates as fixed below.

(b) The Contractor shall also be reimbursed for costs for any materials/equipment ordered under the task order issued by the Government in conjunction with the Emergency Services, as further described in H.14. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handling. If VAT charges are paid then they must be itemized in each task order.

### B.3.6 Ordering

Ordering - (a) All supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by the Department of State. Orders may be issued from the date of the Contracting Officer's signature until the end of the "Period of Performance" applicable to this contract.

(b) Contractor will be asked to submit a cost proposal (sample shown in Exhibit D) when given a draft scope of work for an unscheduled task.

(c) Contracting Officer will negotiate and develop firm-fixed-priced delivery orders for each unscheduled or emergency task that needs to be performed.

(d) All delivery orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

**B.4 BASE PERIOD PRICES**

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

CLIN	Description	Type of services	No. of service	Unit price / service (FCFA)	Total per year (FCFA)
001	Building preventive maintenance services	Annual	1		
	Total Base Year				

**B.5 FIRST OPTION YEAR PRICES**

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

CLIN	Description	Type of services	No. of service	Unit price / service (FCFA)	Total per year (FCFA)
001	Building preventive maintenance services	Annual	1		
	Total Base Year				

**B.6 SECOND OPTION YEAR PRICES**

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

CLIN	Description	Type of services	No. of service	Unit price / service (FCFA)	Total per year (FCFA)
001	Building preventive maintenance services	Annual	1		
	Total Base Year				

**B.7 THIRD OPTION YEAR PRICES**

The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months

CLIN	Description	Type of services	No. of service	Unit price / service (FCFA)	Total per year (FCFA)
001	Building preventive maintenance services	Annual	1		
	Total Base Year				

**B.8 FOURTH OPTION YEAR PRICES**

The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months

CLIN	Description	Type of services	No. of service	Unit price / service (FCFA)	Total per year (FCFA)
001	Building preventive maintenance services	Annual	1		
	Total Base Year				

**GRAND TOTAL**

Base Year Total: \_\_\_\_\_  
 First Option Year Total: \_\_\_\_\_  
 Second Option Year Total: \_\_\_\_\_  
 Third Option Year Total: \_\_\_\_\_  
 Fourth Option Year Total: \_\_\_\_\_  
  
**GRAND TOTAL:** \_\_\_\_\_

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1. INTRODUCTION

A. General.

The U.S. Embassy located in Abidjan, Cote d'ivoire 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).

2. The Contractor shall provide BAS PM Services for the upkeep of the BAS indicated below in Section “C. BUILDING AUTOMATION SYSTEMS TO BE SERVICED”.
  - a. 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...
  - b. BAS PM Services shall result in all systems serviced under this agreement being in good operational condition when the work is completed
  - c. 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.
  - d. BAS PM Services shall be performed on BAS installed in serving the General Work Areas (GWA) & Public Access Areas (PAA) at Post.
  - e. BAS PM Services shall be performed on BAS installed in the Controlled Access Areas (CAA) Restricted spaces at Post. Additional clearance and security provisions are required to access and work in these spaces.
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 task; and leaves the areas safe for occupancy.



## TYPE OF CONTRACT

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

## B. PERFORMANCE

The period of performance shall be one (1) year as of the date of the Notice to Proceed for the base contract year, with five (5) additional one (1) year option periods, to be exercised at the sole discretion of the Government.

2. This contract shall provide for four (4) BAS PM Site Visits per year for each year of the contract.
3. BAS PM Site Visits shall be equally spread out over the course of the contracted year.
  - a. All BAS PM Site Visits shall occur within the 365-day window.
  - b. Combining multiple site visits into a single site visit is not allowed.
  - c. The first BAS PM Site Visit must occur within 60 days of contract award / renewal.
  - d. Bi-Annual Site Visits: When two (2) BAS PM Site Visits are required per year, the second Site Visit shall occur roughly 180 days after the first Site Visit was completed.
  - e. Quarterly Site Visits: When four (4) BAS PM Site Visits are required per year, each Site Visit shall occur roughly 90 days after the previous Site Visit was completed.
  - f. The work shall be considered deficient if the Contractor fails to provide the required number of BAS PM Site Visits within the 365 days after contract award / renewal or fails to space out the BAS PM Site Visits in the manner described above.

## C. BUILDING AUTOMATION SYSTEMS TO BE SERVICED

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

- 1) Manufacturer of the BAS: Siemens
- 2) Name of BAS Product Line: Apogee
- 3) BAS Software Name and Version Number: INSIGHT 3.9.1
- 4) BAS Communication Network Type(s) Used: BACnet
- 5) Type and Quantity of BAS Components Installed:
  - a) Operator Work Stations (OWS): 1
  - b) Building Controllers (BC): 28
  - c) Advanced Application Controllers (AAC): 45
  - d) Application Specific Controllers (ASC): 411
- 6) Estimated Quantity of Hardware Points in BAS:
  - a) BC and AAC Points: 650
  - b) ASC Points: 1500

b. BAS #2 (CAA Restricted)

- 1) Manufacturer of the BAS: Siemens
- 2) Name of BAS Product Line: Apogee
- 3) BAS Software Name and Version Number: INSIGHT 3.9.1
- 4) BAS Communication Network Type(s) Used: BACnet
- 5) Type and Quantity of BAS Components Installed:
  - a) Operator Work Stations (OWS): 1
  - b) Building Controllers (BC): 4
  - c) Advanced Application Controllers (AAC): 8
  - d) Application Specific Controllers (ASC): 25
- 6) Estimated Quantity of Hardware Points in BAS:
  - a) BC and AAC Points: 70
  - b) ASC Points: 120

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

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

- 1) Water Cooled Chillers: 1
- 2) Constant Flow Primary Chilled Water Pumps: 1
- 3) Constant Flow Condenser Water Pumps: 1
- 4) Cooling Towers: 2

- 5) Water Treatment Systems: 1
  - b. Backup Chilled Water System (Primary Constant Flow Type):
    - 1) Air Cooled Chiller: 1
    - 2) Constant Flow Chilled Water Pumps: 2
    - 3) Water Treatment System: 1
  - c. Heating Hot Water System (Primary/Secondary Variable Flow Type):
    - 1) Constant Flow Primary Heating Hot Water Pumps: 2
    - 2) Water Treatment System: 1
  - d. Air Handling Units: 17
  - e. Terminal Units (Single Duct Cooling Only): 230
  - f. Terminal Units (Single Duct w/Hot Water Reheat): 140
  - g. Fan Coil Units (Four Pipe - Heating & Cooling): 8
  - h. Computer Room Air Conditioning Units (Cooling Only): 2
  - i. Domestic Water Filtration System (Monitoring Only): 1
  - j. Fuel Oil System (Monitoring Only): 1
  - k. Domestic Water Treatment System (Monitoring Only): 1
  - l. Fire Alarm System (Interlocks & Monitoring Only): 1
3. Buildings where BAS are Installed: The Post is composed of multiple buildings. The following buildings at Post utilize BAS:
- a. Chancery Building: siemens apogee
  - b. Office Annex Building: siemens apogee
  - c. Utility Building: siemens apogee
  - d. MSGQ: siemens apogee

#### D. BAS PREVENTATIVE MAINTENANCE (PM) SERVICES

- 1. General: The Contractor shall perform BAS Preventative Maintenance services for the Building Automation Systems indicated. Provide the necessary investigative services to ensure BAS controls are working as designed and in accordance with documented operating sequences. BAS PM Services shall include, but are not limited to, the following tasks.
- 2. Scheduling: Upon being awarded a Contract the Contractor shall develop a PM Service Activity Schedule.
  - a. The Contractor shall indicate which PM Activities will be performed at each site visit.
  - b. The schedule shall cover a five (5) year time period so that the schedule can properly address tasks that are to be spread out over this time frame.

- c. As a supplement to the schedule, the Contractor shall include a PM Service Activity Description List which will provide a detailed description of each PM activity, including the means and methods by which the Contractor intends to perform each PM activity.
  - d. See section "H. PRE-TRAVEL DELIVERABLES" for further requirements.
3. Checklist Development:
- a. For the first BAS PM Site Visit to Post the Contractor shall utilize generic PM Checklists that the Contractor has previously utilized in the performance of their trade.
  - b. During the site visit the Contractor shall collect data on the existing BAS(s) at Post and the associated equipment being controlled. This data shall be used to create site specific PM checklists for use in future BAS PM Site Visits.
  - c. After the completion of the Contractor's first BAS PM Site Visit, the Contractor shall create site specific Checklists for each BAS and the equipment controlled and/or monitored by each BAS. These Checklists shall be developed from existing As-Built Data; Operation & Maintenance Data; Set Point Data; Time Schedule Data; and any other data relevant to the PM effort found at Post. This data shall be reviewed by the Contractor to determine the operational baseline requirements that will be used in the Checklists.
  - d. All future BAS PM Site Visits shall utilize the site-specific Checklists. These Checklists will be used by the Contractor when Preventative Maintenance is performed to verify the Building Automation Systems are functioning as originally intended.
  - e. There shall be one Checklist provided for each system controlled and/or monitored by a BAS.
  - f. See section "H. PRE-TRAVEL DELIVERABLES" for further requirements.
4. Implementation: The Contractor shall perform BAS PM Services at the frequencies indicated in the PM Service Activity Schedule using the site-specific Checklists developed for the equipment and systems called out in the Contract. The Contractor's technician shall sign off on every item of each checklist when the associated PM is performed.
5. Periodic PM Activities: At a minimum, the following PM Service activities are required to occur during each site visit.
- a. Check BAS Communication Network: Validate the network connectivity of all BAS controllers, Operator Work Stations (OWS) (desktop and laptop computers), Servers, and Network components (repeaters, switches, hubs, etc...). Investigate and remediate any issues found.

- b. Confirm Time Schedules: Review existing time schedules and validate correct operation based on actual time of day and facility occupancy. Adjust time schedules as needed to reflect the actual occupancy patterns of the buildings at Post.
- c. BAS Investigation and Troubleshooting: The Contractor shall provide investigation and troubleshooting services for issues related to the BAS as required in this Statement of Work or as requested by the Facility Manager at Post during a PM Services site visit.
  - 1) The Contractor shall review Facility Maintenance logs since the last visit to Post and determine if there are any operational issues which need to be checked.
  - 2) The Contractor shall determine the cause(s) of any problems found with the BAS and determine the repairs and/or modifications to the BAS that will be needed to correct these problems.
- d. BAS Trend and Alarm Configuration: The Contractor shall review the BAS Alarm History and Trend log files. Any problems noted from this review shall be investigated.
  - 1) The Contractor shall validate the correct reporting of alarms and verify that the correct codes and messages are being reported.
  - 2) If no trends or alarms are configured in the BAS, the Contractor shall coordinate with the Facility Manager and configure the trends and alarms desired by the Post.
  - 3) Archive data as necessary to free up hard drive space on the BAS OWS / Server for future trend and data storage.
- e. BAS OWS Graphics: The Contractor shall confer with the Facility Manager after reviewing the BAS OWS graphics and trend logs to determine if any modifications are desired to the presentation of information. Minor changes to improve graphics and reports shall be implemented as needed.
- f. Review of Post's Spare Part Inventory: The contractor shall review the Post's spare part inventory during each PM Site Visit and determine what parts need to be procured by Post and update the Spare Part Schedule. See "I. POST-TRAVEL DELIVERABLES" in this statement of work for additional requirements.
- g. BAS Backup Retention: The Contractor shall, at the end of each site visit, create a current backup of the data, programming, graphics, settings, license files, and any other files necessary to restore a controller, Operator Work Station (OWS; Desktop or laptop computer) or Server for each BAS installed at Post.

- 1) Each backup shall be configured to allow Facility Maintenance staff to recover the associated BAS in the event there is a BAS failure.
  - 2) Step by step instructions on how to recover a controller, OWS or Server shall be included with each BAS backup.
- h. User Account Retention: For each BAS OWS and Server at Post the Contractor shall:
- 1) Create an Administrator level user account called “BAS Support” in the Operating System, the BAS software and the encryption software. The account shall be configured in such a manner that it cannot be deleted by an account that does not have administrator rights. The Contractor will utilize a random password generator to create a password for this account. This step can be skipped if the “BAS Support” user account already exists.
  - 2) Create a listing of the user accounts that exist within each BAS. The Contractor shall create tables listing the Operating System user accounts, BAS user accounts and encryption software user accounts that exist within each BAS OWS and/or Server that are used to access each BAS at Post.
  - 3) If there are user accounts that are generic in nature, the Contractor shall also gather the passwords associated with these generic accounts. The Contractor will not attempt to gather password information for user accounts that are set up for specific individuals.
  - 4) Separate tables shall be created for each BAS OWS / Server. The associated BAS OWS / Server shall be identified, and the designation included with the following information:
    - a) The Operating System User Account tables shall contain the following information. These tables shall include the following four (4) columns.
      - i. User Account Name
      - ii. Name of Person Associated with the User Account
      - iii. User Account Password (if applicable)
      - iv. Type of User Account (Administrator, Standard User, etc...)
    - b) The BAS User Account tables shall contain the following information. These tables shall include the following four (4) columns.
      - i. User Account Name

- ii. Name of Person Associated with the User Account
      - iii. User Account Password (if applicable)
      - iv. Type of User Account (Administrator, Standard User, etc...)
    - c) The Encryption Software User Account tables shall contain the following information. These tables shall include the following three (3) columns.
      - i. User Account Name
      - ii. Name of Person Associated with the User Account
      - iii. User Account Password (if applicable)
  - i. Updated BAS As-Built and BAS Operation & Maintenance Manual Documents: When work is performed which modifies the existing BAS hardware / software configuration and/or programming, the Contractor will be responsible for providing updated As-Built and O&M Manual documentation to accurately reflect the new state of each BAS at Post.
    - 1) Modifications shall be made to reflect any changes made to the Sequences of Operation by the Contractor and any permanent changes to the Sequences of Operation discovered by the Contractor but not previously documented.
    - 2) Modifications shall be made to reflect any physical changes made to the BAS, to include but not be limited to: wiring changes, changes to controller configurations, addition or removal of points, etc...
    - 3) Any new BAS Software and/or Hardware Licenses associated with the work performed shall be provided. Licenses shall be fully documented and information provided in a manner that allows Post to work directly with the BAS manufacturer.
    - 4) In cases where BAS CAD As-Built Drawings are not available, the Contractor shall produce BAS CAD Drawings for only the drawings that are affected by the work performed. PDFs of these modified drawings shall be inserted into the existing BAS As-Built drawings to replace the outdated drawing pages.
    - 5) O&M Manual data shall be provided for any BAS equipment installed as part of this work. A PDF of the Original O&M Manual shall be altered to remove components that are no longer used. O&M information for components added shall be appended to the O&M Manual.
6. Annual PM Activities: At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this statement of

work that tasks noted here which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.

- a. Panel, Controller and Wiring Inspection:
  - 1) Physically inspect all field panels and controllers for damage, excessive dirt or moisture and clean/vacuum as necessary.
  - 2) Verify proper voltage at all control transformers.
  - 3) Inspect all connections, wire raceways in panels and wire arrangements. Remove any abandoned devices and wiring and update panel diagrams as may be necessary to reflect current arrangements and configurations.
  - 4) Verify condition of local battery / UPS that may be connected to the panel power source.
  
- b. Confirmation of Sequences: The Contractor shall review the operation of BAS controlled equipment / systems and confirm that the functionality corresponds with the As-Built Sequences of Operation. When equipment / systems do not operate as described in the sequences the, Contractor shall review the associated programming, sensors, wiring, etc... and determine the cause.
  - 1) The Contractor shall consult with Facility Maintenance personnel and the Facility Manager to determine if functionality that does not correspond with the sequences is legitimate or if it is a deficiency that needs to be corrected.
  - 2) If it is determined that the functionality discovered is not correct, the Contractor shall make adjustments and modify programming as needed to reinstate the functionality described in the As-Built Sequences of Operation.
  
- c. Review of Post's Expendable Sensors / Equipment: Parts for which product data indicates there is a defined operating life expectancy shall be tracked and scheduled for replacement at the time intervals recommended by the manufacturer. For HVAC applications these will typically include Humidity Sensors, Carbon Monoxide Sensors, Carbon Dioxide Sensors, UPS Batteries, etc... There are other specialty parts that can fall under this category. See "I. POST-TRAVEL DELIVERABLES" in this statement of work for additional requirements.
  
- d. BAS Evaluation: For each BAS at Post, review the system and provide an assessment of and recommendations with regard to the condition, level of functionality, age, possible obsolescence, possible need for upgrades or replacement, etc... of all or any portion of the system.



- 1) BAS Software Assessment: The Contractor shall review the BAS software installed on the BAS OWS and/or Servers to determine if the software is in need of an upgraded.
  - a) If the software needs to be upgraded it shall be ascertained if upgrading the software is possible with the current operating system / computer combination.
  - b) BAS Software that is not of the most current version is not considered in and of itself a justification for upgrading the software. Other factors justifying the need for an upgrade must be presented. Supporting information justifying the recommendation shall be provided.
  - c) A description of the effort involved and a cost estimate shall be provided if the software needs to be upgraded.
- 2) BAS OWS / Server Assessment: The Contractor shall review the condition of the BAS OWSs and/or Servers to determine if the hardware is in need of being upgraded or replaced. A description of the effort involved and a cost estimate shall be provided if the hardware needs to be upgraded or replaced.
- 3) Missing BAS OWS: Under circumstances where a BAS OWS is found to be missing (typically a laptop computer) the Contractor shall determine what hardware / software is needed. A description of the effort involved in providing the missing BAS OWS and a cost estimate, shall be provided if a BAS OWS is needed at Post.
- 4) BAS Controller Assessment: The Contractor shall review the various models of BAS controllers installed and determine if any of the controllers are obsolete, are no longer available from the manufacturer and/or are no longer supported by the manufacturer.
  - a) Documentation from the manufacturer that clearly indicates one of these conditions exists shall also be provided.
  - b) A description of the effort that would be involved and a cost estimate for this effort shall be provided if the controller(s) needs to be updated or replaced.
  - c) Work of this nature will not be considered by the COR if supporting documentation from the manufacturer is not provided.
- e. BAS Inventory Retention: While at Post performing PM services, the Contractor shall take inventory of each existing BAS. BAS Inventory data collection shall be performed once, during the initial site visit. The BAS Inventory shall be updated during subsequent PM site visits and resubmitted if it is found that changes have been made that affect the inventory data. The intent of this requirement is to take a full inventory

of each installed BAS and to document all of the programming and physical hardware points in each BAS

- 1) Inventory data collection for each BAS shall include the following information. Separate inventory data collection documents shall be provided for each BAS:
    - a) The quantity and locations of BAS OWS / Servers and the software installed on each of these OWS / Servers. (Operating System, BAS software, production software, encryption software, etc...)
    - b) The locations of each OWS, Server, Hub, Router, Switch, Repeater, Building Level Controller and Supervisory Level Controller, shall be shown on sanitized floor plans. If CAD drawn floor plans are not available, it is acceptable to show this information on a scanned copy of the floor plan drawings.
    - c) A table providing the following details about the BAS. This table shall include the following five (5) columns:
      - i. Name of Manufacturer
      - ii. Name of Product Line
      - iii. The Model of each type of controller installed
      - iv. The Part Number of each type of controller installed
      - v. The quantity of each type of controller installed
    - d) A table providing the following details about the Equipment and Systems monitored and/or controlled by the BAS. This table shall include the following two (2) columns:
      - i. Type of Equipment / System controlled /monitored
      - ii. The quantity of each type of Equipment / System installed
  - 2) The Contractor shall generate a document containing a database printout of the BAS programming, points and other settings for each controller. This will be done using the built in functionality of the associated OWS / Server. An individual printout shall be provided for each controller.
- f. BAS As-Built and Operation & Maintenance Manual Document Retention: The Contractor shall coordinate with the Facility Maintenance Staff at Post to find the existing BAS As-Built and O&M Manual documentation for each BAS installed at Post. As-Built and

O&M Manual documentation retention shall be performed once, after the initial site visit has been completed.

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

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

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

- 1) This checkout shall verify that each hardware point indicated in the BAS is the actual physical point connected to the controller, that the point is functioning properly and that the point is shown / labeled correctly on the appropriate graphic screens.
- 2) Any discrepancies shall be investigated and adjustments made as necessary so that all sensors monitored and devices controlled by the BAS match the associated hardware points indicated in the BAS and provide the desired functionality.

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

- 1) Where sensors, operators and other end devices are capable of being adjusted, the Contractor shall perform the calibration.
- 2) Sensors shall be calibrated to within the accuracy range stated in the associated manufacturer's literature.
- 3) Operators and other end devices shall be adjusted so that the BAS output signal corresponds to operator's or end device's full control range.
- 4) Where sensors, operators and other end devices are not capable of being adjusted, the Contractor shall note the deviation between actual and measured value for sensors and between actual output function and commanded signal.

- a) The Contractor shall use calibrated instrumentation with a higher accuracy than the sensor, end device or operator being calibrated.
  - b) Calibrated instrumentation used shall have been certified by an independent calibration agency within one (1) year of the dates used.
8. Manufacturers' Recommended PM: It is the responsibility of the Contractor to perform all BAS Manufacturers' recommended PM. This shall be completed in addition to the tasks listed above if there are any discrepancies between what is required by this statement of work and the Manufacturers' recommended PM.
9. Deficiency Reporting: Any and all problems, issues, failures, etc... related to the BAS and/or the equipment / systems controlled and/or monitored by the BAS, discovered by the Contractor while performing any of the PM Services described within the "D. BAS PREVENTATIVE MAINTENANCE (PM) SERVICES" section of this Statement of Work shall be considered Deficiencies. All Deficiencies (open or closed) shall be documented in the PM Report, following the criteria described in "I. POST-TRAVEL DELIVERABLES".

#### E. EXCLUSIONS, PURCHASE ORDERS AND MODIFICATIONS

1. Exclusions: This Statement of Work does NOT include the repair of equipment, the replacement or procurement of parts, controllers or computers, the replacement of BAS systems, software upgrades or re-commissioning of the BAS. This exclusion does not apply if the work (parts and/or services) is to correct damage caused by Contractor negligence.
2. Purchase Orders and Modifications: Work outside the scope of PM Services must be approved by the COR prior to performance of the work. The Contractor shall prepare a proposal, including pricing and scope of work, for Non-PM Service work and submit it to the Government for approval and acceptance as a separate Purchase Order or as a Modification to the Contract.
  - a. The Government shall accept, reject, or defer action on the Contractor's proposal for work outside the PM Services statement of work and reserves the right to obtain similar work from other competitive sources.
  - b. When a proposal from the Contractor to perform work outside the scope of PM Services is approved by the Contracting Officer (CO), the Government will issue a Purchase Order or a Modification to the Contract for the additional work. Work is not authorized to proceed until the date so indicated in the Purchase Order or the Modification to the Contract.
  - c. The Contractor shall coordinate this additional work with the PM Service work to achieve logistic efficiencies. In addition to the

requirements described elsewhere in this statement of work, the following requirements will also apply:

- 1) The Contractor shall be required to provide a Submittal for review to the COR. The submittal shall clearly describe in detail repairs and/or modifications being made and shall include control drawings, product data and Sequences of Operation as applicable to the work being done. Work will not proceed without approval of the Submittal by the COR.
- 2) The Contractor shall procure parts (including controllers and computers) and/or software required to perform the additional services defined in the approved proposal and arrange for shipping that will allow for the arrival of parts at Post prior to the dates scheduled for the associated PM Service site visit. These additional works / services will be provided as part of an upcoming, regularly scheduled PM Service site visit.
- 3) Non-PM Service work being provided as part of a Purchase Order or a Contract Modification shall be thoroughly tested by the Contractor and functionality demonstrated to a Government designated representative (COR or Facility Manager as project conditions require.) Depending on the scale and scope of the work, Commissioning may also be required by the Purchase Order / Contract Modification.
- 4) The Contractor shall warrant all parts, labor, installation, modification and other services provided by a Purchase Order or a Contract Modification for a period of one (1) year from the date of acceptance by the COR.
  - a) The warranty shall guarantee that the work performed and any parts provided function as intended.
  - b) The warranty shall guarantee that the portions of the BAS that were worked on function after the work is completed.
  - c) The warranty shall guarantee that the work is complete and that the intent of the Purchase Order or Contract Modification was achieved.
  - d) The Contractor shall provide technical support by telephone throughout the warranty period.
  - e) The Government reserves the right to make changes to the BAS during the Warranty Period. Such changes do not constitute a waiver of warranty. The Contractor shall warrant parts and installation work regardless of any such changes made by the Government, unless the Contractor provides clear and convincing evidence that a specific problem is the result of such changes to the BAS.

- d. If the Contractor proceeds to perform any work without Government approval, the Contractor will be performing this work “At-Risk” and the Government will not be obligated to pay for this work. Furthermore, the Contractor shall fix, repair or replace, at the Government’s sole discretion, any systems adversely impacted by unauthorized work.
3. Travel Extensions: If, while at Post, it is determined by the COR, in concurrence with the Contractor, that extending the time the Contractor is at Post is needed to provide non-PM Services, the COR can authorize the extension and provide the Contractor with a Purchase Order for the additional effort.

#### F. GENERAL DELIVERABLE REQUIREMENTS

1. General: The Contractor shall be responsible for producing schedules and documenting work and activities performed while on site. The deliverables required by this statement of work shall be submitted to the Post Facility Manager / COR at Post and also to OBO/CFSM/FAC/PS - “BAS Support” for review and approval as well as record keeping purposes. Failure by the Contractor to provide submissions to either party will result in a delay of payment. This information will also be used by OBO to assist in making decisions concerning the funding of other work, as recommended by the Contractor.
  - a. Two (2) sets of Deliverable disk(s) shall be created.
  - b. One (1) set of Deliverable disk(s) shall be submitted by the Contractor to the Post Facility Manager.
  - c. One (1) set of Deliverable disk(s) shall be submitted by the Contractor to OBO/CFSM/FAC/PS - “BAS Support”.
2. Document Creation, Classification and Handling Requirements: Each submission shall consist of the appropriate documentation as required herein.
  - a. Drawings and other documents prepared for or used for this work shall become the property of the Government. The Government reserves the right to reproduce, in part or whole, the deliverables for internal Government purposes.
  - b. Deliverables shall be prepared after each PM site visit has been completed. It is not acceptable for the Contractor to spend time at Post preparing reports and other deliverables. Information required to create deliverables shall be generated / gathered while at Post and utilized by the Contractor to create the required deliverables after the trip has been completed.
  - c. All Contractor deliverables shall be provided as electronic media. No paper deliverables are required.

- 1) Electronic media shall be provided to the Government on read-only CD and/or DVD disks.
- 2) Multiple deliverable items shall be provided on individual CD or DVD disks when possible to reduce the number of disks required to create the deliverable.
- 3) USB thumb drives or other forms of removable, re-writeable media are not allowed.
- 4) Each individual deliverable shall include a Transmittal Number for tracking purposes. The Transmittal Numbers shall be formatted XXXXXXXXXXXXXXX-YYY (Rev Z):
  - a) XXXXXXXXXXXXXXX represents the Contract Number which the deliverable is associated with.
  - b) YYY represents the deliverable number. This number increases for each new deliverable provided for review and approval.
  - c) Z is the revision number for the deliverable in question. This number will increase when a deliverable has been resubmitted, provided for review and approval more than one (1) time.
  - d) Example: SAQMMA18D2948-003 (Rev 1). This would be a deliverable associated with Contract SAQMMA18D2948; 003 indicates that this is the third unique deliverable provided for review and approval; (Rev 1) Indicates that this is the second time this deliverable has been provided for review and approval.

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

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

document shall be included in the root directory which provides a list of the deliverables included in each directory.

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

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

- f. New drawings, if required, will be set up in accordance with OBO A&E Design Guidelines and Criteria. Drawings will be set up to plot on 11" x 17" media.
- g. The Contractor shall be responsible for reviewing all documentation generated under the contract against the "Security Classification Guide for the 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...
- h. "Classified" documents shall be generated on a "Classified" computer approved by Defense Security Service.



- i. Documentation established to be “Classified” or “Sensitive But Unclassified” (SBU) will need to follow specific classification, storage, and delivery guidelines.
- j. Any deliverables deemed to be “Classified” shall be provided to the Government separately from other deliverables, in a manner that meets SCG requirements.
- k. Please note that all BAS at Post are “Unclassified” systems. The Contractor will make every effort to avoid overclassifying documents used and created for this Task Order.

## G. EXECUTION SCHEDULES

1. General: The Contractor shall submit to the COR and the Post Facility Manager an Execution Schedule (ES) for review. The ES will provide a reference plan of execution for the contract, forecast final PM completion, and assure coordination of the work between Post, the Contractor’s staff / personnel and all other parties associated with the work.
2. The ES shall include the following tasks and milestones:
  - a. Contract Award
  - b. Creation / Monthly Update of Execution Schedule
  - c. Submission, Review and Approval of New / Updated Execution Schedule
  - d. Creation of Pre-Travel Deliverables
  - e. Submission, Review and Approval of Pre-Travel Deliverables
  - f. Start of each Site Visit
  - g. End of each Site Visit
  - h. Creation of Post-Travel Deliverables for each Site Visit
  - i. Submission, Review and Approval of Post-Travel Deliverables for each Site Visit.
  - j. Annual Contract Renewal
  - k. Contract Completion
3. The schedule shall include each task, specifically linked together in a logical manner, which clearly identifies the critical path of the work.
4. The schedule shall be broken down to the task and activity level for all activities required by the contract. The schedule shall include all milestone activities (i.e. scheduling of Site Visits, submittal preparation start and completion, etc...). The schedule shall include the following information for each broken out activity: activity description, activity duration in hours, early start and finish dates, late start and finish dates, activity duration and a unique activity identifier for each activity. The schedule shall be scaled by weeks or as requested by the COR and shall fully disclose all activities (i.e. no roll-ups or summations).

5. The schedule shall include in the header field the contract number, contract name, and Post name. The schedule shall also include a datum indicating the date on which the schedule was base lined. For subsequent schedule submissions the datum shall reflect the date the schedule was revised.
6. In addition, the Contractor shall indicate in the schedule the dates of activities that could interfere with, disrupt, or otherwise impact Post operations:
  - a. Outages
  - b. Access to Restricted Areas
  - c. Start / End Dates on Site
  - d. Post Briefings
7. The Contractor shall update the ES on a monthly basis. The updated ES shall incorporate updated schedule changes and actual progress of the work.

#### H. PRE-TRAVEL DELIVERABLES

1. PM Service Activity Schedule: A schedule that indicates which PM Service Activities will be performed at each site visit. The Contractor shall submit the PM Service Activity Schedule for approval prior to commencement of any work at Post. The schedule shall cover a span of five (5) years to account for PM Service Activities that occur only once over this time frame.
  - a. Each PM Service activity described within this statement of work shall be broken into separate line items for each individual BAS installed at Post. (i.e. there will be three separate line items for activity “Check BAS Communication Network” if there are separate BAS installed in the GWA/PAA spaces, the CAA Restricted spaces and the CAA Core spaces.)
  - b. For activities that are spread out over multiple site visits, each line item will indicate the equipment that will be worked on during each specific site visit.
  - c. For all activities each line item will note what equipment was serviced during the PM site visit, the dates when all equipment were last serviced, the recommended dates for the next servicing for all equipment.
  - d. For each site visit during the schedule’s five (5) year timeline, the schedule shall indicate the equipment for which “Sensor, Operator and End Device Point-to-Point Checkout” and “Sensor, Operator and End Device Calibration” will be performed.
2. PM Service Activity Description List: The activity description list shall provide detailed descriptions for each of the PM Service Activities listed in the PM Service Activity Schedule. The Contractor shall submit the PM Service Activity Description List for approval prior to commencement of any

work at Post. Each description will be presented in narrative form and broken down into the three (3) parts described below.

- a. Name of PM Service activity that is being described.
  - b. A detailed description of the PM Service activity which clearly describes the Contractor's understanding of what the PM Service activity is intended to accomplish.
  - c. A detailed description of the means and methods the Contractor will be using in order to provide the PM Services required by the activity.
3. Generic PM Checklists: Generic PM Checklists shall be submitted for approval prior to the first PM site visit.

#### I. POST-TRAVEL DELIVERABLES

1. Site Specific PM Checklists: PM Checklists, modified to reflect actual field conditions, shall be submitted for approval. There shall be one Checklist for each system controlled and/or monitored by a BAS. This shall be done after the completion of the initial site visit.
2. PM Service Activity Schedule and PM Activity Description List: A revised PM Service Activity Schedule and PM Activity Description List, updated based on actual field conditions, shall be submitted for approval. This shall be done after the completion of the initial PM site visit.
3. Preventative Maintenance Reports: The Contractor shall be responsible for providing a detailed PM Report after each site visit. Each PM Report shall include, at a minimum, the following:
  - a. Executive Summary: A narrative of the PM Services performed, up to two pages long, shall provide background on the PM Services Provided, how the work went, and a brief description of major issues encountered.
  - b. PM Activities Performed: A table listing all PM Activities Performed while at Post. The table shall include the following four (4) columns:
    - 1) Date PM Activity was performed
    - 2) PM Activity that was performed
    - 3) Detailed description of Adjustments made, if any
    - 4) Date Adjustments were made
  - c. Deficiencies: A table listing all Deficiencies found while at Post. The table shall include the following six (6) columns:
    - 1) Date Deficiency was discovered
    - 2) A brief description of the Deficiency that was discovered
    - 3) Status of Deficiency – “Open” or “Closed”

- 4) This column shall include references to the unique designators associated with the Corrective Action descriptions for Deficiencies that have a status of “Closed”. A description of the Corrective Action taken shall be provided in the body text of the “Corrective Action” section in the PM Report. The unique designator shall point to where in the PM Report the description of the Corrective Action is located.
  - 5) Date Corrective Action was taken
  - 6) This column shall include references to the unique designators associated with the Proposed Solution descriptions for Deficiencies that have a status of “Open”. A description of the Proposed Solution shall be provided in the body text of the “Proposed Solution” section in the PM Report. The unique designator shall point to where in the PM Report the description of the Proposed Solution is located.
- d. Corrective Actions: A section describing the Corrective Actions taken to resolve “Closed” issues listed in the Deficiency List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency List. Use of paragraph numbers / letters is acceptable for this purpose. Corrective Action descriptions will be presented in narrative form and broken down into the three (3) parts described below.
- 1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).
  - 2) A clear and detailed description of the Corrective Action Taken.
    - a) Indicate if the Deficiency was resolved as part of the PM effort or if a separate Purchase Order or Contract Modification was required to implement the Corrective Action. Append any Purchase Orders and/or Contract Modifications to the end of the PM Report along with the associated proposal.
    - b) If the Corrective Action involved revisions to the associated Sequence of Operation, include the revised Sequences.
    - c) If the programming was changed to correctly implement the existing Sequence of Operation, describe the changes that were made to the programming.
    - d) If point or system override(s) were removed or added to the system in order to allow for proper system operation, identify the point or system override(s) that were modified and describe the reason for removing or adding the override(s).

- e) If the Sequences of Operation were modified in order to meet new conditions at Post, describe the changes that were made to the Sequences.
  - f) If the BAS hardware installation was modified, clearly indicate what was changed. (wiring, sensors, end devices, operators, the network, controllers, etc...)
- 3) A table listing any parts that were utilized to implement the Corrective Action Taken. (If Applicable) The table shall include the following four (4) columns:
- a) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
  - b) Quantity Required
  - c) Part description
  - d) Manufacturer
- e. Proposed Solutions: A section describing the Proposed Solutions proffered to resolve “Open” issues listed in the Deficiency List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency List. Use of paragraph numbers / letters is acceptable for this purpose. Proposed Solution descriptions will be presented in narrative form and broken down into the seven (7) parts described below.
- 1) A clear and detailed description of the deficiency and the cause of the deficiency (if known).
  - 2) A clear and detailed description of the Proposed Solution.
  - 3) A description of any impact the work will have on Post. (If Applicable)
  - 4) A description of any assistance the Contractor would require from Post to implement the Proposed Solution. (If Applicable)
  - 5) A table listing any parts that would be needed to implement the Proposed Solution. (If Applicable) The table shall include the following five (5) columns:
    - a) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
    - b) Quantity Required
    - c) Part description
    - d) Manufacturer
    - e) Unit Cost

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

- 5) Manufacturer
  - 6) Supplier, including contact information for ordering parts
  - 7) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc...
- i. Expendable Part Replacement Schedule: The Contractor shall create an Expendable Part Replacement Schedule listing all Expendable BAS Parts installed, after the initial PM Site Visit has been completed. The Expendable Part Replacement Schedule shall be updated during each subsequent PM Site Visit. Separate tables shall be provided for the GWA/PAA Spaces, the CAA Restricted Spaces and the CAA Core Spaces. Each table shall include the following eight (8) columns:
- 1) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
  - 2) Quantity installed
  - 3) Part description
  - 4) Manufacturer
  - 5) Supplier, including contact information for ordering parts
  - 6) Manufacturer's recommended replacement period
  - 7) Recommended date on which the expendable part should be replaced
  - 8) Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc...
- j. Contractor's PM Staff: A section that identifies the Contractor's staff that was involved in the preparation of deliverables and in providing BAS PM Services at Post. This shall include the following information:
- 1) Full Name
  - 2) Company Name
  - 3) Job Title
  - 4) Role in providing BAS PM Services
  - 5) Work Phone Number
  - 6) Work Email address
  - 7) Work Mailing address
- k. Post Key Staff: A section that identifies the Post Facility Manager and the Facility Maintenance Staff BAS Technician. This shall include the following information:
- 1) Full Name
  - 2) Company Name (if not an employee of the Department of State)
  - 3) Job Title
  - 4) Office Symbol

- 5) Work Phone Number
  - 6) Work Email address
  - 7) Work Mailing address
- l. FM Staff PM Assistance: A section that identifies any Facility Maintenance Staff at Post that assisted the Contractor in providing PM Services. This shall include the following information:
- 1) Full Name
  - 2) Company Name (if not an employee of the Department of State)
  - 3) Job Title
  - 4) Office Symbol
  - 5) Work Phone Number
  - 6) Work Email address
  - 7) Work Mailing address
- m. Test Equipment Calibration Certificates: A section that contains Calibration Certificates for all testing instrumentation used.
- n. Sensor, Operator and End Device Point-to-Point Checkout Schedule: A multi-year Point-to-Point checkout schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit as work is completed. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Point-to-Point Checkouts shall be kept in such a manner that a change in BAS technicians or Contractors will not adversely impact the overall multi-year Point-to-Point Checkout Schedule. These tables shall include the following thirteen (13) columns:
- 1) Point Name
  - 2) Point Address
  - 3) Part Description
  - 4) Part Number
  - 5) Name / Designation of the Associated Controller
  - 6) Network Address and/or IP Address of the Associated Controller
  - 7) Terminal Wire Connection Information (Terminal Block Designation and Terminal Numbers) at Associated Controller
  - 8) Terminal Wire Connection Information (Terminal Block Designation and Terminal Numbers) at Sensor, Operator or End Device
  - 9) Method which the Contractor used to perform the Point-to-Point Checkout
  - 10) Status after Point-to-Point Checkout: “Good”, “Bad”, “Corrected”, etc.



- 11) Date Last Point-to-Point Checkout was performed (Leave blank if Point-to-Point Checkout has not occurred yet.)
  - 12) Date of Next Scheduled Point-to-Point Checkout (This date will most likely fall outside the multi-year window of the contract.)
  - 13) Checkbox for each line item to indicate if Point-to-Point Checkout was or was not performed during the site visit. (A check in the checkbox will indicate that the Point-to-Point Checkout for that point occurred during the site visit.).
- o. Sensor, Operator and End Device Calibration Schedule: A multi-year calibration schedule, spanning five (5) years, shall be created after the initial site visit has been completed. This schedule shall be updated after each subsequent site visit as work is completed. A separate table shall be provided for each system monitored and/or controlled by a BAS. Records of Sensor, Operator and End Device Calibration shall be kept in such a manner that a change in BAS technicians or Contractors will not adversely impact the overall multi-year calibration schedule. These tables shall include the following sixteen (16) columns:
- 1) Point Name
  - 2) Point Address
  - 3) Part Description
  - 4) Part Number
  - 5) Checkbox to indicate if Part can or cannot be calibrated (A check in the checkbox will indicate that the Part can be calibrated.)
  - 6) Value before calibration
  - 7) Deviation from measured/known value before calibration
  - 8) Value after calibration
  - 9) Deviation from measured/known value after calibration
  - 10) Acceptable Deviation Range in accordance with Manufacturer's literature
  - 11) The procedure used by the Contractor to perform the calibration
  - 12) A description of how the actual part was calibrated (Span and zero screws, built in calibration button, etc...)
  - 13) Status after calibration: "Good", "Questionable", "Failed"
  - 14) Date the part was last calibrated. (Leave blank if calibration has not occurred yet.)
  - 15) Date of Next Scheduled Calibration (This date will most likely fall outside the multi-year window of the contract.)
  - 16) Checkbox for each line item to indicate if calibration was or was not performed during the site visit. (A check in the checkbox will indicate that the point was calibrated during the site visit.).
- p. Consolidated Proposed Solutions Cost Estimate: A section that provides an overall combined cost estimate for the Contractor to provide repairs

described in the Proposed Solutions for all of the “Open” Deficiencies described within the PM Report. This cost estimate shall be broken down into parts, shipping to Post, labor and travel.

- q. Spare Part Procurement Cost Estimate: A section that provides an overall cost estimate to provide the Spare Parts required by Post. This estimate shall include shipping costs to Post.
- r. Expendable Part Procurement / Installation Cost Estimate: A section that provides an overall cost estimate to provide and replace the scheduled Expendable Parts required by Post. This estimate shall include shipping costs to Post.
  - 1) When the Expendable Part Replacement Schedule indicates that there are expendable parts due for replacement, the contractor shall provide a proposal to the Facility Manager which lists the expiring parts along with the associated costs to remove the expired parts and to procure and install the new parts. If the proposal is accepted, the expired parts shall be replaced at the next PM visit to Post.
  - 2) If the Post chooses to procure the parts on their own, the contractor’s proposal shall include only the costs to remove the expired parts and install the new parts.
- 4. Appendix A – BAS Backup Retention: An appendix to the report which contains the BAS backups collected for each BAS installed at Post.
- 5. Appendix B – User Account Retention: An appendix to the report which documents the user account information collected for each BAS installed at Post.
- 6. Appendix C – Updated BAS As-Built and BAS Operation & Maintenance Manual Documents: An appendix to the report which contains the updated BAS as-built and operation & maintenance documents generated by the Contractor, collected for each control system installed at Post.
- 7. Appendix D – BAS Evaluation: An appendix to the report that documents the condition of and makes recommendations with respect to each BAS installed at Post.
- 8. Appendix E – BAS Inventory Retention: An appendix to the report that documents the inventory information collected for each BAS installed at Post.
- 9. Appendix F – BAS As-Built and BAS Operation & Maintenance Manual Document Retention: An appendix to the report which contains the BAS as-built and operation & maintenance documents collected for each control system installed at Post. Appendix F is not required if the documentation has already been included in Appendix C.

## J. DELIVERABLE SUBMISSION SCHEDULE

- 1. Execution Schedules: Initial Execution Schedule (ES) must be submitted within fifteen (15) business days of the Notice to Proceed. Subsequently the

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

2. Pre-Travel Deliverables: The items described under “H. PRE-TRAVEL DELIVERABLES” must be submitted within twenty (20) business days following Notification to Proceed. For each of these submissions, the COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.
3. Post-Travel Deliverables: The items described under “I. POST-TRAVEL DELIVERABLES” must be submitted within twenty (20) business days following completion of each site visit. The COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.

K. RETENTION OF DELIVERABLES AND OTHER DATA BY THE CONTRACTOR

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

L. CONTRACTOR'S RESPONSIBILITY

1. General
  - a. Performance will be accomplished in strict conformance with the contract clauses, provisions, and conditions contained herein.
  - b. The Contractor shall be responsible for all methods, techniques, and procedures used and for coordinating the work following the proposed schedule. Portions of the facility not directly affected by work activities shall remain functional.
  - c. The Contractor shall be responsible to the Government for acts and omissions of the Contractor's employees, subcontractors and their employees, and other persons performing any of the work under contract with the Contractor.

- d. If the Contractor performs any work contrary to U.S. laws, ordinances, or regulations, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.
- e. The Contractor shall save, defend, keep harmless and indemnify the U.S. Department of State, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (e.g., court costs and attorney's fees), charges, liability of exposure, however caused, on account of any copyright, patented or un-patented invention, process or article manufactured or used in the performance of this Contract, including its use by the Department of State. If the Contractor uses a design, device, or materials covered by license, patent, or copyright, it is mutually agreed and understood that the Contract price, without exception, includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.
- f. The Contractor's work schedule shall be as directed by the Post Facility Manager. When not indicated otherwise work shall occur 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.

## 2. Codes and Regulations

- a. U.S. Government codes and regulations, the applicable laws, codes, and standards of foreign countries, and industry standards apply and are incorporated herein by reference and made part of the contract.
- b. Contractor shall adhere to work practices and procedures set forth in applicable codes, regulations, and standards, including obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.
- c. Except to the extent that more explicit or more stringent requirements are written directly into the contract, all applicable U.S. EPA and U.S. OSHA codes, regulations, and standards have the same force and effect (and are made a part of the contract by reference) as if copied directly into the contract, or as if published copies are bound herewith.
- d. The Contractor shall assume full responsibility and liability for compliance with all applicable U.S. EPA and U.S. OSHA regulations and shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety,

health or other regulations on the part of the Contractor, their employees, or subcontractors.

3. Authorization to Visit Site

- a. The Contractor is responsible for obtaining proper passports, visas, emergency medical evacuation insurance, Defense Base Act insurance and immunizations.
- b. A “Notice to Proceed” cannot be issued for a site visit until the Contracting Officer has received verification / proof that the Contractor is covered by Defense Base Act (DBA) insurance for the site visit. No authorization to travel will be given if this information is not provided.
- c. The following describes the minimum clearance requirements that must be met for BAS work performed at Post as part of this contract.
  - 1) Contractor personnel performing Contract requirements in General Work Areas (GWA) and Public Access Areas (PAA) do not require a clearance.
  - 2) Information for Un-cleared personnel must be submitted to the Post Resident Security Officer (RSO) for screening and approval prior to being granted access to Post.
  - 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.
  - 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.
  - 5) Clearances shall be certified to DS/IS/IND via Visit Authorization Requests (VAR).
- d. The Contractor shall submit a Country Clearance Request (CCR) to the COR at least fifteen (15) business days prior to the Contractor’s departure for Post. Submission of the CCR information will result in official electronic Country Clearance (eCC) to Post and official certification of Contractor personnel security clearance levels to the Regional Security Office (RSO) of the Post to be visited. Subsequent changes in personnel or schedules will not be permitted unless

specifically authorized by the COR. The Contractor shall not depart to Post without a Diplomatic Security (DS) verified Country Clearance.

#### 4. Contractor and Personnel Qualifications

- a. The Contractor shall employ a competent On Site Supervisor, satisfactory to the Government, to work at all times with the authority to act for the Contractor.
- b. The Contractor shall utilize competent BAS engineers, technicians, programmers, etc..., satisfactory to the Government, to perform the work and services required by the contract. BAS Engineers, technicians, programmers, etc... shall have a minimum of five (5) years of experience performing the type of work described within the Statement of Work.
  - 1) The personnel engaged in providing PM Services for the DOS shall be trained and certified by the BAS Manufacturer on the Manufacturer's Product Line(s) being serviced by that employee. Certifications shall be current and maintained throughout the life of the contract.
  - 2) Biographical data (a resume), a list of recently completed projects demonstrating five (5) years of BAS experience and proof of training and certification from the BAS hardware and software manufacturer shall be submitted for personnel providing BAS PM Services under this statement of work. The manufacturer shall certify that installer has been trained on the proper installation of the manufacturer's BAS and is an approved installer.
  - 3) Personnel not trained and certified by the manufacturer of a BAS will not be permitted to work on that BAS. Exceptions to this requirement will be made on a case by case basis for older BAS that are no longer produced or supported by the Manufacturer or for which the Manufacturer no longer exists.
  - 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 paragraph L.3, and the associated sub paragraphs, in this Statement of work.
  - 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 paragraph L.3, and the associated sub paragraphs, in this Statement of work.
- c. The Contractor shall not change the proposed personnel without permission from the COR. The Contractor shall submit such a request in writing with justification for change to the COR.

- d. The Contractor shall provide a means of transportation to bring personnel, supplies, tools and equipment to and from Post. The Contractor shall be responsible for providing this service. The costs shall be included in the Contractor's proposal.
- e. The Contractor shall be responsible for providing all tools required to perform the work at Post. If the Contractor requires Post to provide tools or equipment, written permission shall be required in advance of the trip.
- f. The Contractor shall at all times enforce strict discipline and good order among all persons utilized to work and shall not utilize any unfit persons not skilled in the tasks assigned to them.

## 5. Materials and Equipment

- a. The Contractor shall obtain the approval of a Procurement Plan and/or a Shipping Plan from the Post Facility Manager prior to undertaking either activity.
- b. All parts, materials, components, equipment, systems, and products furnished by the Contractor shall be new, unused and shall not be remanufactured in any manner. Used or remanufactured parts or components are not allowed nor are they acceptable for use. All replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements. Exception: BAS Controllers may be provided that are refurbished or repaired if they are no longer produced by the BAS Manufacturer and the BAS Manufacturer no longer has any new stock for sale.
- c. The Contractor shall ship all materials and equipment in accordance with current Government regulations governing carrier usage (contact Post General Service Officer (GSO) for specific entry guidance).
- d. The Contractor shall deliver all materials and supplies to the site in the original packaging bearing the name of the manufacturer and details for proper storage and usage. The Contractor shall pack all project materials and equipment to protect them from damage that can be caused by shipment, transit and rough handling. Damaged or deteriorated materials and supplies must be promptly removed from the premises and new materials and supplies sent to Post to replace the damaged or deteriorated materials and supplies.
- e. The Contractor shall complete a line item inventory for materials received and validate that received materials are correct.
  - 1) The Contractor shall furnish to the Post Facility Manager a line item list of material ordered (to include quantities and cost) and a line item receiving report of material received by the Contractor (to include quantities and cost) prior to shipment of any material to Post.

- 2) The Contractor shall furnish to the Post Facility Manager a line by line packing list (to include quantities and cost) of materials being shipped to Post by the Contractor.
- f. The Contractor shall submit to the Post Facility Manager MSDS sheets for all HAZMAT. The Contractor shall pack HAZMAT per DOT requirements and provide line item inventory and packing list(s) for all packages containing HAZMAT.
  - g. Upon arrival at Post, storage of all materials will be subject to security restrictions and inspections in accordance with Diplomatic Security (DS) mandated requirements.
  - h. 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.
    - 1) All materials and equipment destined for CAA Restricted and CAA Core spaces shall be shipped using secure transport modes.
    - 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.
    - 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.

#### 6. Contractor Use of Premises

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



approval by the Regional Security Officer (RSO). The RSO will identify any other site restrictions to the Contractor.

- b. The Contractor shall 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.
- c. The Contractor must adequately protect and work around equipment or other fixed items that cannot be moved out of the work area.
- d. The Contractor shall keep existing driveways and entrances 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.
- e. The Contractor shall take all precautions necessary to protect the building and its occupants during work at Post, and repair damages caused during execution of the work.

#### M. DELIVERY, MAIL AND COURIER ADDRESSES

1. Classified Packages & Mail: Classified packages / mail shall NOT be sent via the U.S. Postal Service.
  - a. 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.
    - 1) All Classified hand-carry deliveries from the Contractor to DOS shall be made between the hours 8:00 AM and 4:00 PM. The contractor shall advise the intended recipient of the materials and estimated time of arrival a minimum of 48 hours prior to dispatching the package by courier.
    - 2) Address for Classified Packages / Mail to be sent by Courier to Post:

ABIDJAN AMERICAN EMBASSY  
2010 ABIDJAN PLACE  
WASHINGTON DC,20521-2010

- 3) Address for Classified Packages / Mail sent by Courier to OBO/CFSM/FAC/PS "BAS Support":

ANTHONY PELLEGRINO (703-516-1987)  
1701 NORTH FORT MYER DRIVE  
SA-6, ROOM 2012.25  
ARLINGTON, VA 22209

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

- b. 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.

- 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

- 2) Classified Packages / Mail to be delivered via authorized Commercial Delivery Carrier listed above should be addressed as follows:

- a) Address for Classified Packages / Mail sent by Commercial Carrier to Post:

ABIDJAN AMERICAN EMBASSY  
2010 ABIDJAN PLACE  
WASHINGTON DC, 20521-2010

- b) Address for Classified Packages / Mail sent by Commercial Carrier to OBO/CFMS/FAC/PS “BAS Support”:

ANTHONY PELLEGRINO (703-516-1987)  
1701 NORTH FORT MYER DRIVE  
SA-6, ROOM 2012.25  
ARLINGTON, VA 22209

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

2. Unclassified Packages and Mail: 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.

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

AMERICAN AMBASSADOR  
AMERICAN EMBASSY  
ABIDJAN COTE D'IVOIRE,  
BP 730 ABIDJAN CIDEX 03.  
POC: CUSTOMS & SHIPPING  
TEL: (225)22494000

OR BY POUCH

ABIDJAN AMERICAN EMBASSY  
2010 ABIDJAN PLACE  
WASHINGTON DC,20521-2010

- c. Address for Unclassified Mail sent to Post:

CO: [DixonR@state.gov](mailto:DixonR@state.gov)  
COR: [keitaab@state.gov](mailto:keitaab@state.gov)  
GTM: [NdohouJA@state.gov](mailto:NdohouJA@state.gov)

- d. Address for Unclassified Packages sent to OBO/CFM/FAC/PS "BAS Support":

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

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

- e. Address for Unclassified Mail sent to OBO/CFM/FAC/PS "BAS Support":

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

#### N. GOVERNMENT'S RESPONSIBILITY

1. The Government will provide access to all identified areas for work.
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.
3. Any escort responsibilities shall be arranged and provided by the Post Facility Manager at no expense to the Contractor.

#### ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

General. The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy Abidjan. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees will be given access to the equipment and equipment areas and will be escorted by Embassy personnel.

Personnel Security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who to be used on this Contract prior to their utilization. Submission of information shall be made within 30 days of award of contract. No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.

Vehicles. Contractor vehicles will not be permitted inside the embassy compound without prior approval. If vehicle access is necessary, submit contractor vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This shall be submitted to the Facility Manager at least one (1) week prior to the visit.

Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

Choose Red for non-CAA, blue for CAA

Security Clearances. All Work under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers. However, all work done in CAA and PCC areas shall be performed by cleared American Construction personnel as needed to complete the services. The Contractor shall work closely with the COR, the Post Facility Manager [FM] or the General Services Officer [GSO].

Security Clearances. Security clearances are not a requirement for performance on this contract, as there will be no access to classified information or areas.

The Contractor must comply with all of the following requirements relating to the protection of U.S. Embassy in Abidjan personnel, property and compound project information and cooperate fully in all security matters Sensitive But Unclassified (SBU) and information that may arise relating to this contract.

Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the operation of the U. S. Embassy Abidjan and diplomatic personnel. This information should not be shared with anyone not employed by or falling under the protection of the Embassy.

Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the U.S. Department of State. These documents have been marked with the handling designations “Unclassified” or “Sensitive But Unclassified” and US Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related 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 (CO) and Contracting Officer’s Representative (COR).

Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), 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 by appropriately cleared personnel. 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.

Transmission of any information marked Sensitive But Unclassified (SBU) or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or handcarried by authorized contractor personnel.

Discussion of U.S. Diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited. Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the project or project personnel) shall be reported immediately to the COR and RSO.

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

#### Standards of Conduct

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

Neglect of Duties. Neglect of duties is unacceptable. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

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

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

Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

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

Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

### C.1.3 Definitions.

"Chancery" means the building of the embassy used for official activities or means the official residence of the ambassador.

"CMMS" is a computer maintenance management system such as PASS/RPA (real estate management system), PMCI or QUIBIC.

"CMP" is a comprehensive maintenance plan

"Daily" means 5 days per week, on each non-holiday workday.

"DCMR" means the official residence of the Deputy Chief of Mission.

"Emergency Services" are task orders which require immediate attention. May involve working other than normal work day or hour as defined in F.8. Contractor required to respond to call within 8 hours and take action to minimize emergency situation.

"EOB" means Embassy Office Building.

"Execution Plan" is submitted by the Contractor and defines the methods and disciplines used to carry out the maintenance plan as provided in Exhibit A.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"HVAC" means Heating Ventilating Air Conditioning.

"Make Readies" should be negotiated as unscheduled work orders.

"NOB" means New Office Building

"PM" means Preventive Maintenance

"Routine Maintenance and Repair" includes the preservation in a sound state of real property and might include day-to-day electrical and plumbing work, and the purchase of maintenance stock.

"Scheduled Maintenance Services" includes all routine maintenance functions identified in the Exhibit A, Comprehensive Maintenance Plan or Facility Maintenance Plan, for Post systems and equipment.

"Unscheduled Maintenance and Repair Services" includes minor maintenance and repair services which are not identified in the Comprehensive Maintenance Plan or Facility Maintenance Plan.

## **SECTION D PACKAGING AND MARKING**

RESERVED



**SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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

**FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

**CLAUSE      TITLE AND DATE**

52.246-4      INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

52.246-12      INSPECTION OF CONSTRUCTION (AUG 1996)

**E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

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

<b>Performance Objective</b>	<b>PWS Paragraph</b>	<b>Performance Threshold</b>
<b><u>Services</u></b> Performs all maintenance services set forth in the Performance Work Statement (PWS)	C.1 thru C.4	All required services are performed and no more than one (1) customer complaint is received per month

**E.2.1 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.

E.2.2 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.2.3 Procedures

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

(b) The COR will complete appropriate documentation to record the complaint.

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

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

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

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

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

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

**SECTION F  
DELIVERIES OR PERFORMANCE**

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.242-14	SUSPENSION OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until 2019, with FOUR (4) option years. Individual delivery orders for unscheduled work will identify completion times for specific unscheduled/urgent tasks.

F.3 DELIVERABLES			
The following items shall be delivered under this contract:			
Description	Quantity	Delivery Date	Deliver To
C.1.3.2 Execution Plan	1	30 days after award	COR
C.3. Quality Assurance Plan	1	10 days after award	COR
C.3. Inspection Report	1	7 days after end of weekly period	COR
C.3.1. Building Maintenance Report	1	5th day of each month	COR
H.1.2.3. Bios on Personnel	1	10 days after award	COR
H.3. Bonds	1	30 days after award	CO
H.4. Insurance/Licenses & Permits	1	30 days after Notice of Award	CO
H.10.1 Safety Plan	1	30 days after contract award	COR
H.7.1 Waste Disposal Report	1	Last day of each month	COR

**F.4 CONTRACTOR'S SUBMISSION OF MAINTENANCE SCHEDULE AND MINOR REPAIRS UNDER UNSCHEDULED WORK ORDERS**

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as five (5) calendar days after receipt of an executed contract". The Contractor shall weekly revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the jobsite.

All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

**F.5 ACCEPTANCE OF SCHEDULE**

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification to the delivery order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or

approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### F.6 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly, and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

#### F.7 NOTICE TO PROCEED

(a) Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section H of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed prior to receipt and acceptance of any bonds or evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### F.8 WORKING HOURS

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 7:30 AM and 5:00 PM Monday through Friday. Work can be performed on US Government and local holidays. Other hours, initiated by the Contractor, may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be cause for a price increase.

#### F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the

public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5) fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (10) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

#### F.10 POST AWARD CONFERENCE

A post award conference will be held 10 days after contract award at ***American Embassy at Riviera Golf*** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect the progress under this contract.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is *FMS Maintenance OPS Supervisor, OBO-CM*

#### G.1.1 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

### G.2 PAYMENT

G.2.1 General. The Contractor's attention is directed to Section I, 52.232-1, "Payments", and 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein. **All invoices should contain copies of the signed work orders completed that month and status information on those not completed. Completed work orders shall bear the signature of the Contractor's quality control personnel. Work orders shall consist of all preventive maintenance orders as well as unscheduled and emergency orders issued since the submittal of the last invoice.**

Invoices shall be submitted in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

#### G.2.2 Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price preventive maintenance fee and the value of labor and materials completed and in place for individual delivery orders.

**In addition, the Contractor shall provide the following support for each request for payment for additional, seasonal, and emergency services:**

**-Time sheets to support the number of hours worked for each work order and signed by the Contractor's approving official that work has been completed.**

G.2.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

G.2.4 Evaluation by the Contracting Officer

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

G.2.5 Additional Withholding

Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.2.6 Payment

In accordance with FAR 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.



### G.3 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

#### G.3.1 Recordkeeping Requirements

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

- The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.
- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on parts installed for unscheduled and emergency services only.
- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ISSUANCE OF TASK ORDERS FOR UNSCHEDULED/EMERGENCY WORK**

(a) Unscheduled work and emergency work shall be authorized only through the issuance of orders executed by the Contracting Officer. Orders shall be established on a firm fixed-price basis (using the hourly rates identified in Section B and negotiated hours) and shall be modified solely by a written modification executed by the Contracting Officer. Emergency services may require the use of oral orders however a written order shall be provided within 3 business days of the verbal authorization.

(b) The Contractor shall perform only those unscheduled/emergency services specifically authorized in the individual delivery orders issued under this contract. The Contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders except that no delivery order shall be issued hereunder after the expiration of this contract.

### **H.2 ORDERING OFFICIAL**

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer.

### **H.3 BOND REQUIREMENTS**

#### **H.3.1 Bonds Required**

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security approved by the Government.

#### **H.3.2 Time for Submission**

The Contractor shall provide the bonds required above within thirty (30) calendar days of contract award. Failure to timely submit (1) the required bonds other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government.

#### **H.3.3 Coverage**

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any

defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

**H.4 CERTIFICATE OF INSURANCE**

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

<b>1. Bodily Injury, On or Off the Site, in US Dollars</b>	
Per Occurrence	<b><i>\$10,000.00</i></b>
Cumulative	<b><i>\$50,000.00</i></b>
<b>2. Property Damage, On or Off the Site, in US Dollars</b>	
Per Occurrence	<b><i>\$15,000.00</i></b>
Cumulative	<b><i>\$100,000.00</i></b>

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from

any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

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

#### H.4.1 Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

#### H.4.2 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

#### H.4.3 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

### H.5 GOVERNING LAW

The contract and the interpretation thereof shall be governed by the laws of the United States.

### H.6 LANGUAGE PROFICIENCY

The manager assigned by the Contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

## H.7 LAWS AND REGULATIONS

### H.7.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall provide on a monthly basis an environmental waste report which describes any occurrence of and disposal of hazardous waste encountered during performance of this contract and any resulting delivery orders issued herein.

### H.7.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

### H.7.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

### H.7.4 Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

## H.8 RESPONSIBILITY OF CONTRACTOR

### H.8.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

### H.8.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed, except for any completed unit of work which may have been accepted in writing under individual delivery orders.

## H.9 MAINTENANCE OPERATIONS

### H.9.1 Operations and Storage Areas

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### H.9.2 Use of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## H.10 SAFETY

### H.10.1 Accident Prevision

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before commencing the work, the Contractor shall--

(1) Submit a written proposal for implementing this clause; and

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## H.11 SUBCONTRACTORS AND SUPPLIERS

### H.11.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, materialmen and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.11.2 Approval of Subcontractors

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTOR PERSONNEL

H.12.1 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 Maintenance Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take **10** days to perform. For each individual the list shall include:

Full Name:
Place and Date of Birth:
Current Address:
Identification Number:
<i>(Add other info needed here)</i>

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.



### H.12.3. Standards of Conduct

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

(b) Uniforms and Personal Equipment. The Contractor 's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide for each employee and supervisor, uniforms and personal equipment as detailed in Section J, Exhibit [*Note to Contracting Officer: Insert letter*] -CONTRACTOR FURNISHED MATERIALS. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

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

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

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

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is

determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

## H.13 MATERIALS AND EQUIPMENT

### H.13.1 Selection and Approval of Materials

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

### H.13.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

## H.14 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

### H.14.1 Shipment and Customs Clearance

(a) Costs to be Borne by Contractor for Scheduled Maintenance. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the site. Moving costs shall include, but not necessarily be limited to packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs, clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Costs Allowed for Reimbursement to Contractor for Unscheduled/Emergency Services. If the Contractor is required to order imported materials/equipment for unscheduled/emergency services to complete the repairs, the Contractor is entitled to reimbursement at cost of transportation and handling charges. No overhead, profit, or other charge shall be considered. The Contractor shall follow the instruction for duty-free clearance outlined in paragraph (c) below. Failure to comply with these referenced instructions shall not be grounds for reimbursement by the Government of any costs associated with customs clearance/duties.

(c) Duty-Free Clearance. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

(d) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

### H.14.2 Surplus Materials

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor,

except those items furnished by the Government, the cost of which is not included in the contract price.

## H.15 SPECIAL WARRANTIES

### H.15.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

### H.15.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

## H.16 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop or suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.252-14, Suspension of Work, in Section I.

## H.17 CONTRACTOR INVENTORY PROGRAM

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This includes both Contractor furnished materials and Government furnished property. Use procedures shall ensure that the property, equipment, and materials, will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and recordkeeping, for all property, equipment and materials used by the Contractor. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense. See C.3.1. and F.3.

**SECTION I  
CONTRACT CLAUSES**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at [https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48ch\\_apter6.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48ch_apter6.tpl) to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)

- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- 52.204-18 COMMERCIA LAND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)

- 52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
- 52.222-50 COMBATting TRAFFICKING IN PERSONS (APR 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-3 WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (FEB 2016)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002) (applicable to individual delivery orders)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

- 52.232-22      LIMITATIONS OF FUNDS (JUNE 2013)
- 52.232-25      PROMPT PAYMENT (JAN 2017)
- 52.232-27      PROMPT PAYMENT FOR CONSTRUCTION CONTRACT  
(JAN 2017) (applicable to individual delivery orders)
- 52.232-28      ELECTRONIC FUNDS TRANSFER PAYMENT  
METHODS (APR 1989)
- 52.232-32      PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33      PAYMENT BY ELECTRONIC FUNDS TRANSFER -  
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34      PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.232-40      PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
SUBCONTRACTORS (DEC 2013)
- 52.233-1        DISPUTES (MAY 2014), Alternate I (DEC 1991)
- 52.233-3        PROTEST AFTER AWARD (AUG 1996)
- 52.233-4        APPLICABLE LAW FOR BREACH OF CONTRACT  
CLAIM (OCT 2004)
- 52.236-2        DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3        SITE INVESTIGATIONS AND CONDITIONS  
AFFECTING THE WORK (APR 1984)
- 52.236-5        MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6        SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7        PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8        OTHER CONTRACTS (APR 1984)
- 52.236-9        PROTECTION OF EXISTING VEGETATION, STRUCTURES  
EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10      OPERATIONS AND STORAGE (APR 1984)



- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR  
CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate II (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)
- 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION  
SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE  
(JUNE 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (APR 1984)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE  
GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(The following clause is applicable to repairs negotiated under individual task orders)

52.249-10 DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984)

I.2 FAR Clauses Included in Full Text.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR  
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$10,000.00

(2) Any order for a combination of items in excess of \$25,000.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

((d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [ ] ***Note to Contracting Officer: Enter number of days*** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.5. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies

and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

I.6 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.

I.7 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.

I.8 RESERVED

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

(a) As used in this clause-Contract-  
“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A) The penal amount of payment bonds shall be 20 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at: <http://www.fms.treas.gov/c570/c570.html>

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

I.10 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.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.11 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

I.12 652.216-70 ORDERING-INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)



I.13 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with

respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

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

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

I.14 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD  
(AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND  
ADMINISTRATIVE LEAVE (APR 2004)

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

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Easter Monday  
Local Labor Day  
Ascension Day  
Night of Destiny  
Independence Day  
End of Ramadan  
Assumption day  
Tabaski  
All Saints Day  
National Peace day

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

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

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

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

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

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

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for

employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

#### I.16 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.

#### I.18 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

#### I.19 652.243-70 NOTICES (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.

<b>SECTION J</b>	
<b>LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	
Exhibit A	Equipment List
Exhibit B	Sample Work Order Form
Exhibit C	Minimum Requirements for Personnel
Exhibit D	Sample Cost Proposal to be submitted by Contractor for Delivery Order
Exhibit E	Government Furnished Property (if any)
Exhibit F	Sample Monthly Report Form
Exhibit G	Annual Inspection/Equipment History/Facility Condition Forms
Exhibit H	Contractor Furnished Property
Exhibit I	Sample Bank Letter of Guaranty

## Exhibit A



## **Exhibit B Sample Task Order Form**

### ***Instructions:***

The use of a priority classification system assists in optimum resource utilization. The assignment of a priority designator in accordance with a system similar to that listed below will provide a sufficient definition of the relative importance and priority of each order.

Priority 0 - PREVENTIVE MAINTENANCE (PM) Work Order is automatically assigned for preventive maintenance work by CMMS [*Note to Contracting Officer: If post has computerized maintenance system such as PASS/RPA*]. PM orders have priority over all work orders except EMERGENCY orders.

Priority 1 - EMERGENCY is a threatening situation pertaining to life safety, fire, flood, security or equipment. This work needs to be accomplished IMMEDIATELY. Once the threatening situation is under control, the emergency situation is over. Emergency work orders are usually of very short duration. Another order should be written to cover the repairs necessary to return the situation to normal operating conditions.

Priority 2 - MISSION items which if not corrected, impinge on the post's mission. Corrective action should be accomplished within 24 hours.

Priority 3 - SAFEGUARD LIFE and PROPERTY work requirements needed to give adequate security to areas subject to compromise; elimination of health, safety, environmental hazard, safety concerns and protection of valuable property or equipment. Corrective action should be accomplished within 3 working days.

Priority 4 - ROUTINE WORK and REPAIRS include work that supports the mission or prevents a breakdown of essential equipment; essential housekeeping or operating functions. This type of work should be scheduled for completion within 10 working days.

Priority 5 - NECESSARY WORK is work that needs to be accomplished but is under no time frame for completion. This type of work can be used as fill-in work with completion time between 10 and 20 working days. This type of work will only be accomplished as time permits.

SAMPLE TASK ORDER

Work Order # \_\_\_\_\_

Approval: \_\_\_\_\_

Page 1 of \_\_\_\_\_

Requestor: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Priority \_\_\_\_\_

Property # \_\_\_\_\_  
or address \_\_\_\_\_

Equipment: \_\_\_\_\_

Requested Date: \_\_\_\_\_  
Due: \_\_\_\_\_

Unit: \_\_\_\_\_

Shop: \_\_\_\_\_

Task #	Description

Approved: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Printed by: \_\_\_\_\_

Customer Signature : \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Worker's Name \_\_\_\_\_

Worker's ID: \_\_\_\_\_

Worker's Signature: \_\_\_\_\_

Completion Date: \_\_\_\_\_

**FOR UNSCHEDULED AND EMERGENCY ORDERS ONLY:**

Work: \_\_\_\_\_ OT: \_\_\_\_\_ Travel: \_\_\_\_\_ OT: \_\_\_\_\_ Wait: \_\_\_\_\_ OT: \_\_\_\_\_

Materials used (use other side as needed): \_\_\_\_\_  
\_\_\_\_\_

**Exhibit C**  
**POSITION DESCRIPTION**

**MAINTENANCE ENGINEER**

**DUTIES/RESPONSIBILITIES**

Responsible for ensuring that where possible a systems engineering approach, coupled with the most cost effective maintenance techniques, is applied to Department of State facilities. Ensures accurate assessment of maintenance labor hours and costs, and determines how best to implement recommendations in the field.

Typical objective would be to identify commonality of problems in roofing, HVAC and electrical systems, and then devise the best approach to solving the problems while minimizing resource expenditures.

**SKILLS/KNOWLEDGE/ABILITIES**

Capable of analyzing current and proposed systems designs and developing or revising system performance criteria and standards.

Capable of performing independently, receiving general supervision relating to overall objectives, critical issues, new concepts and policy matters.

Computer literate at PC applications.

Must possess excellent communications skills, with capability of generating high quality technical material.

**EDUCATION AND EXPERIENCE**

Four year degree in civil/industrial/electrical/mechanical engineering or architecture. Minimum of five years experience in maintenance engineering and management.



**Exhibit E**  
**Government Furnished Property**

**Exhibit F  
Annual Report**

**Monthly Report for the Month of \_\_\_\_\_**

**U.S. EMBASSY, \_\_\_\_\_**

1. Temporary additional services performed during the month:

Delivery Order	Task	Dates	Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Contractor's Report (all types of services at all locations):

A. Results of Inspections: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

B. Difficulties or irregularities encountered: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. Repairs needed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Special Work Done: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E. Recommendations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed by \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit G**

**Annual Inspection/Equipment History/Facility Condition Forms**

**Exhibit H**

**Contractor Furnished Property**



SAMPLE LETTER OF BANK GUARANTY

Place [     ] ]

Date [     ] ]

Contracting Officer  
U.S. Embassy, **[Post name]**  
**[Mailing Address]**

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **[Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of Contractor]** of **[address of Contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

\_\_\_\_\_  
Depository Institution: **[Name]**

Address:

Representative(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location: \_\_\_\_\_

State of Inc.: \_\_\_\_\_

Corporate Seal:

\_\_\_\_\_

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.  
(APR 1985)**

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
\_\_\_\_\_ *(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (JAN 2017)

K.4 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of a Federal, state or local government;

\_\_\_ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

\_\_\_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\_\_\_ Other corporate entity;

\_\_\_ Not a corporate entity;

\_\_\_ Sole proprietorship

\_\_\_ Partnership

\_\_\_ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

“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 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.

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

#### K.6 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018).

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561790.

(2) The small business size standard is \$7M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.



(xi) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xiv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at [52.204-7](#).

(xix) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xx) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- \_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.
- \_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.
- \_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- \_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- \_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- \_\_\_ (vii) [52.227-6](#), Royalty Information.
  - \_\_\_ (A) Basic.
  - \_\_\_ (B) Alternate I.
- \_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced

for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR CLAUSE # TITLE DATE CHANGE

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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 on SAM.

(End of provision)

**K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that --
- (i) The Offeror and/or any of its Principals --
- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *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.
- (ii) *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.
- (2) Examples.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies

available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:

Address:

Telephone Number:

K.9. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

K.10 RESERVED

K.11 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) 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](#).

(c) Representation. The Offeror represents that.

- (1) It  is,  is not an inverted domestic corporation; and
- (2) It  is,  is not a subsidiary of an inverted domestic corporation.

(End of provision)

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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>

**L.1 SUBMISSION OF OFFERS**

**L.1.1 General.** This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

**L.1.2 Qualifications of Offerors**

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Supervisor must be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior maintenance experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

L.1.3 Review of Documents

Each Offeror is responsible for:

- (1) Obtaining a complete set of solicitation documents;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of maintenance services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits which are a part of this solicitation.

<u>L.2.2 Summary of Instructions</u>		
Each offer must consist of the following physically separate volumes:		
Volume	Title	Number of Copies*
1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.	
2	Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS	
3	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	

\* The total number of copies includes the original as one of the copies.



The completed offer shall be submitted at the address indicated on the solicitation cover page, if mailed, or the address set forth below, if hand delivered.


Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.2.3 Detailed Instructions

L.2.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.2.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B. All applicable portions of this form shall be completed in each relevant category (e.g., labor, materials, etc.).

L.2.3.3 Volume III: Performance schedule and Business Management/Technical Proposal.

(a) The performance schedule shall be presented in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses, and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.
- (4) Bar chart for routine maintenance indicating various portions of the work; when work will commence and be completed in each section

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and underruns, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default).

L.3 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been schedule for ***Monday, June 27, 2018***

(c) Participants will meet at ***American Embassy at Riviera Golf.***

L.4 PROPRIETARY DATA

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)

52.209-7 INFORMATION REGARDING RESPONSIBILITY

MATTERS (JULY 2013)

- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
- 52.236-28 PREPARATIONS FOR PROPOSALS – CONSTRUCTION (OCT 1997)
- 52.237-1 SITE VISIT (APR 1984)

\* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a combination type of contract. It is fixed price for scheduled maintenance; indefinite delivery/indefinite quantity with fixed unit prices for unscheduled/emergency maintenance.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **Three** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.8. 652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

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

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto: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, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-

1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.  
(End of provision)

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION OF PROPOSALS**

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. Evaluations shall be conducted in accordance with the procedures set forth below:

a) Initial Evaluation - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in L.2, SUBMISSION OF OFFERS. Proposals which are missing a significant amount of the required information may be eliminated from consideration, at the Government's discretion.

b) Technical Acceptability - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical Acceptability will include a review of the Proposed Work Information described in L.2.3.3(b) to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. Past references provided as part of the Experience and Past Performance information as described in L.2.3.3(b) may also be contacted to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time in accordance with the contract period of performance. The end result of this review will be a determination of technical acceptability or unacceptability.

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

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;

- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.1001.

### M.1.3 Award Selection

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1 which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions.

### M.2 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. Evaluation of options will not obligate the Government to exercise the option(s).

### M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

### M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

### M.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.209(a).

### M.6 FAR 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.