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SOLICITATION #19PM0721Q0083
PANAMA - SWITCH GEAR PREVENTIVE MAINTENANCE

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**SECTION 1 - THE SCHEDULE CONTINUATION TO SF-18,
RFQ NUMBER 19PM0721Q0083 PRICES, BLOCK 11_**

1. PERFORMANCE WORK STATEMENT

The Embassy of the United States of America in Panama City, Demetrio B. Lakas Ave., Bldg. 783 Clayton, Republic of Panama, requires professional service contract proposals to perform preventive maintenance, inspections, testing, and training, of the facility's main service electrical distribution switchgear and ancillary equipment over a one year contract term with one option years. 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/lscarrrier.htm> .

2. PRICING

1. The Contractor shall provide the services shown below for the period of the contract. The fixed unit prices, estimated quantities, and ceiling for each category are:

A. BASE YEAR

Line Item and Description	Price	QTY	Total
001 –BASE YEAR Preventive Maintenance To the Automatic Transfer Switch Square-D Master Pac NW30H Quarterly – according SOW	\$	4	\$
002 – BASE YEAR Preventive Maintenance for: Programmable Logic Control Siemens Low voltage EQ1 SBS 3200 Siemens Low voltage EQ1 SBS 2000 Siemens Low voltage EQ1 SBS 1600 Siemens Low voltage EQ2 SBS 2000 Load Bank switch center NW25H Load Bank Radiator mounted PCC Generator	\$	1	\$
003 DBA Insurance	\$	1	\$
Total Price BASE YEAR			\$

B. Option Year 1

Line Item and Description	Price	QTY	Total
004 OPTION YEAR 1 Preventive Maintenance To the Automatic Transfer Switch Square-D Master Pac NW30H Quarterly – according SOW	\$	4	\$
005–OPTION YEAR 1 Preventive Maintenance for: Programmable Logic Control Siemens Low voltage EQ1 SBS 3200 Siemens Low voltage EQ1 SBS 2000 Siemens Low voltage EQ1 SBS 1600 Siemens Low voltage EQ2 SBS 2000 Load Bank switch center NW25H Load Bank Radiator mounted PCC Generator	\$	1	\$
006 OPTION YEAR 1 DBA Insurance	\$	1	\$
Total Price OPTION YEAR 1			\$

C. D. PRICING SUMMARY:

Period	TOTAL
BASE YEAR	\$
OPTION YEAR 1	\$
GRABD TOTAL BASE YAER & OPTION YEAR 1	\$

CONTINUATION TO SF-18 - RFQ NUMBER 19PM0721Q0083 - SCHEDULE OF SUPPLIES/SERVICES, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT_

1. GENERAL INFORMATION:

The *Embassy of the United States of America* in *Panama* City, Demetrio B. Lakas Ave., Bldg. 783 Clayton, Republic of Panama, requires professional service contract proposals to perform preventive maintenance, inspections, testing, and training, of the facility's main service electrical distribution switchgear and ancillary equipment over a one-year contract term.

2. PROJECT REQUIREMENTS:

Technical acceptance will be based on vendor credentials and work plan. Contractors must submit with their proposals a letter from the bidding company supporting the contractor's experience with the associated electrical distribution system as noted in the equipment description within this work statement. This letter must be on company letterhead and signed by a company executive. Do not send a copy of an individual's resume.

Contractor shall provide all supervision, qualified labor, tools, test equipment, noted materials, and training to perform all tasks listed within this work statement. All personnel working in the vicinity of this electrical gear shall wear and /or use the appropriate Personal Protective Equipment (PPE) in performance of this work statement. Any questions or injuries **shall** be brought to the attention of the Post Occupational Safety and Health Officer (OSHA). As applicable, Material Safety Data Sheets (MSDS) shall be provided by the contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

Follow manufacturer specific maintenance and testing procedures, and general industry practices to ensure operational readiness of the buildings electrical switchgear and ancillary equipment. Perform cleaning, maintenance, testing and training on these systems following procedures and general operational requirements for the specified type of switchgear and equipment. The contractor shall include the Embassy Locally Engaged Staff (LES) assigned electricians in all aspects of this site work, providing "On the Job Training" (OJT) of the local staff as much as possible. It will be the responsibility of the contractor to explain proper safety and maintenance procedures as part of the OJT training program. No formal classroom training is requested or required.

This service contract is for planned maintenance only. If any discrepancies are found that are not covered under this scope of work, then the contractor must provide the following:

Detailed report noting the discrepancy found; bill of materials (BOM) to include component name, quantity, part #, and price for any repair material and parts required and the ordering lead time noted; and, price quote for the estimated repair labor. This should be a "not to exceed" price and will be contracted separately from this service agreement.

- I. The contractor must clean up after each task and place all work maintenance associated trash in the proper embassy dumpster or approved trash container.

II. The contractor must provide name(s) and identification of the technical engineer team and provide 24/7 service support to the US Embassy electrical sub-station equipment, located in and adjacent to the Embassy Warehouse Generator facility.

III. Contractor will provide all labor, service, tools, and equipment, and all necessary reports related to the performance and completion of this work.

3. DESCRIPTION OF EQUIPMENT TO BE SERVICED:

CLIN	EQUIPMENT	MODEL	CAPACITY	QT	LOCATION	SERVICE FREQUENCY
1	PROGRAMMABLE LOGIC CONTROL	CUMMINS	N/A	1	WAREHOUSE	ANNUALLY
2	AUTOMATIC TRANSFER SWITCH	SQUARE-D MASTERPACT NW30H	3000	7	WAREHOUSE	QUARTERLY
3	SIEMENS LOW VOLTAGE EQ1/	SIEMENS SBS	3200	3	WAREHOUSE	ANNUALLY
4	SIEMENS LOW VOLTAGE EQ1	SIEMENS SBS	2000	2	WAREHOUSE	ANNUALLY
5	SIEMENS LOW VOLTAGE EQ1	SIEMENS SBS	1600	1	WAREHOUSE	ANNUALLY
6	LOAD BANK SWITCH CENTER	SQUARE-D MASTERPACT NW25H	2500	3	WAREHOUSE	ANNUALLY
7	SIEMENS LOW VOLTAGE EQ2	SIEMENS SBS	2000	3	NOB BASEMENT	ANNUALLY
8	LOAD BANK RADIATOR MOUNTED	AVTRON K711/1121602	200KW	1	PCC GENERATOR ROOM	ANNUALLY

4. PERIOD OF PERFORMANCE

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

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

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

- a. All 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 PM Site Visit must occur within next PM of contract award / renewal.
- d. Quarterly Site Visits: When four (4) PM Site Visits are required per year, each Site Visit shall occur roughly 90 days after the previous Site Visit was completed.
- e. The work shall be considered deficient if the Contractor fails to provide the required number of PM Site Visits within the 365 days after contract award / renewal or fails to space out the PM Site Visits in the manner described above.

- f. 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 4:30 PM Monday through Thursday, Friday from 8:30 AM to 11:30 AM. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

HOLIDAY		FROM
January	New Year's Day	U.S./PANAMA
January	Martyrs' Day	PANAMA
January	Martin Luther King Day	U.S.
February	Presidents' Day	U.S.
February	Carnival Day	PANAMA
April	Good Friday	PANAMA
May	Labor Day	PANAMA
May	Memorial Day	U.S.
June	Commemorating the End of Slavery	U.S.
July	Independence Day	U.S.
September	Labor Day	U.S.
October	Columbus Day	U.S.
November	Separation Day from Colombia	PANAMA
November	Colon Day	PANAMA
November	Los Santos Uprising Day	PANAMA
November	Veterans Day	U.S.
November	Thanksgiving Day	U.S.
November	Independence Day from Spain	PANAMA
December	Mother's Day	PANAMA
December	Christmas Day	U.S./PANAMA

5. SCOPE OF WORK

Coordinate site visit service dates with the U.S. Embassy Facility Manager (FM). Prior to beginning any site work the contractor must submit to the Embassy FM a power isolation Standard Operating Procedure (SOP) and schedule to reflect the planned work and sequence. The contractor must obtain written approval from the Facility Manager noting the planned servicing schedule, and all required generator transfers, tie-breaker switching, or switchgear outages.

Provide basic consumable parts associated with the service and maintenance of the switchgear listed in section III. This must include, but not limited to, batteries for the trip units, fuses, and dielectric lubricant. Correct any faulty, damaged, discolored, and worn components using onsite spares. Provide a BOM to include part number and retail price for any noted deficiency found that cannot be corrected during this site visit. Note the faulty equipment or deficiency in a final service report. All follow-on repair action and material will be covered under a separate scope of work and contract. At a minimum this service shall include the following:

Automatic transfer Switch.

A. Step-One, Contractor Inspection:

1. Visual and Mechanical Inspection, malfunction, to insure the proper operation of all additional power monitoring and control component of the electrical station, factory and contractor installed meters, control component , controller, breakers, remote power monitoring equipment associated with the switch gear.
2. Inspect physical, electrical, and mechanical condition including evidence of moisture or damage to the electronic systems.
3. Inspect that all electrical components are secure in place, and the air vents are clear.
4. Inspect that the working space is maintained in front of all the electrical gear per the National Electrical Code (NEC) requirements.
5. Inspect that the electrical room is free from foreign articles not associated with the room.
6. Confirm installation of each switchboard (SWB) assembly; verify all power & control wiring and connections.
7. Test and inspection of SWB circuit contactors and breakers
8. Check for loose connections, insulation failures, and foreign objects.

B. Step-Two, Verify:

1. Compare the installed metering measurements with voltage and power readings from a True RMS meter. Make calibration corrections as necessary to ensure accurate voltage and power readings.
2. Verify that circuit breaker sizing match the drawings.
3. Verify the proper labeling of all the breakers in the switch gear.
4. Verify that the Post as-built drawings (electrical one-line) match the distribution system. Make "Red Ink" corrections on a paper copy as necessary. Inform the FM of any discrepancies or changes to the drawings.
5. Verify that the required NFPA70-E safety equipment is available and in good condition for local staff to use.
6. Refer to the manufactures recommendations for additional maintenance requirements.

C. Step-Three, Test/Clean/Correct:

1. Inspect anchorage, alignment, grounding for the equipment.
2. Test the system earth ground (25 ohms or less).
3. Perform infrared testing on all conductor connections and buss terminations. Only record hot spots on digital format for review.
4. Before shutdown insure that all components are operational. Record ones that are not at this time. Make the FM aware of all components that are not functioning prior to shut down.
5. Schedule power outage of equipment for cleaning. Coordinate any required outage with post. (Outage may require off- hours work).
6. As applicable perform function tests on "rack-out" breakers, test trip units and settings. Replace any faulty battery, fuse, or switch.
7. Perform proper Lock-out/Tag-out and ensure the system is de-energized before removing panel covers and exposing any electrical bus or cabling. Under no circumstances should the equipment be energized during the maintenance operation.
8. Clean each compartment. Check for damage, excessive wear, or corrosion

9. Spot check and correct any loose components or connections.
10. Torque loose connections identified during the infrared test or during inspection.
11. Confirm correct operation and sequencing of electrical and mechanical interlock systems.
12. Use appropriate dielectric lubrication on moving current-carrying parts and on moving and sliding surfaces.
13. Correct any faulty, damaged, discolored, and worn components using site spares.
14. Exercise all active components. This includes racking the breakers out and back in.
15. Inspect mechanical indicating devices for correct operation.
16. Inspect all power control transformers for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, proper overload protection, and over all general wiring.
17. After re-energizing the equipment ensure that all components are up and functioning properly.
18. Refer to the manufactures suggested recommendations for additional maintenance requirements.
19. Clean all air vents and/or replace any air filters present.
20. Make calibration corrections as necessary to ensure accurate voltage and power readings on permanently installed switchgear metering.

SWITCHGEAR MED VOLT SQD MASTERCLAD

Asset Type: SWITCHGEAR, LOW VOLTAGE

Frequency: Every year

Tools, Safety Equipment, and Materials Required

1. Electricians toolset.
2. Cleaning Materials.
3. Lubricants.
4. Insulation tester.
5. Multimeter.
6. Relay test set.
7. Infrared analysis equipment

Safety Procedures

1. Schedule the work with the operating staff.
2. Follow the site standard operating procedures for tagging out and de-energizing high voltage equipment.
3. Make sure you are certified to perform maintenance on high voltage equipment.
4. Review the manufacturer's O&M instructions.
5. Report any problems you find.
6. Record the results in the equipment history log.

Procedures

- Perform an infrared test prior to de-energizing the switchgear.
- Visually inspect the entire switchgear for loose parts or connections. Slight discoloration or tarnish of the silver plate is normal and of no concern. Severe discoloration of the silver plate is an indication of an improper or loose contact and overheating.
- Examine the switchgear for evidence of overheating or excessive dirt or moisture.
- Vacuum each compartment to remove dust, spider webs, and so forth. Wipe off the insulation with a clean cloth.

- Inspect the cable load connectors, stand-off insulators, primary contact supports, and all accessible cable terminations for indications of insulation deterioration. Vacuum each compartment and wipe off all insulation. Replace removable back covers.
- Withdraw each circuit breaker from its compartment, and thoroughly inspect each of the moving mechanisms in the compartment.
- The shutters should raise and lower smoothly with no indication of binding, twisting, hesitation, or hang-up. Inspect the shutter hardware. Tighten if necessary.
- The primary contacts should have a silver-gray appearance, indicating good contact with the circuit breaker separable contacts. Slight discoloration or tarnish of the silver plate on the primary contact is normal. Severe discoloration of the silver plate.
- The ground contact bar should have marks indicating good contact with the circuit breaker sliding contacts. Clean the contact surfaces, removing grease and dirt buildup. Inspect and tighten the hardware and re-grease.
- Inspect the stationary control power receptacle, ensuring that the molding is free of cracks, the female contacts are clean, and the assembly is free to move. Clean the front and back surfaces of the receptacle to remove any contamination build up vacuum.
- Lightly lubricate the primary contacts and the ground contacts with Mobilux EP 1, Square D part number 1615-100790.
- Lubricate all moving joints (shutters, MOC, TOC, and so forth) with Mobil grease 28, Square D part number 1615-100950.
- Check all terminal block connections for loose hardware and crimp-on terminal conditions. Make certain that the hinge wiring to the door is not frayed and has no insulation damage. Route all wires through the hinge loop.
- **Load Bank:** ensure that load bank dumps the load in cool down and before the generator shuts down.

Inspect VT, CPT and Fuse Draw out Units as follows:

- Pull the drawer to the fully withdrawn position. Inspect the moving, primary, and secondary contacts and the static ground contacts. Clean the contact surfaces, removing any burn or pit marks if required. Use an abrasive pad such as Scotch Brite.
- Remove the current limiting fuses and inspect the fuse clip and fuse contact surfaces. Inspect the transformer for indication of insulation deterioration. Tighten all hardware, including the secondary contact wiring terminals.
- Vacuum the compartment and drawer. Wipe off the insulation and control power transformer with a clean, dry cloth.
- Lightly lubricate the moving primary and secondary contacts and fingers with Mobilux EP 1, Square D part number 1615-100790.
- Lubricate all rollers and sliding parts with Mobil grease 28, Square D part number 1615-100950.
- Inspect the interlock mechanism for proper operation. Replace the current limiting fuses but leave the drawer in the withdrawn position until all the inspection and maintenance is completed.

Relays and instrument transformers:

- Perform a visual and mechanical inspection of relays and instrument transformers. Look for signs of loose, damaged, or cracked insulation or connections.

Electrical Tests:

- Perform insulation resistance tests for one minute on each bus section, phase-to-phase and phase-to-ground. Minimum test voltage is 2500VDC and minimum insulation resistance is 5000 mega ohms.
- Test all control and instrument transformers.

- Determine accuracy of all meters and calibrate watt-hour meters.
- Verify function of control transfer relays located in switchgear with multiple power sources.
- Verify function of synchronizing system.
- Tests relays for proper operation and record settings.
- Perform a ground resistance test.

Re-energizing:

- Insert all the circuit breakers to the test/disconnected position with their secondary control power plugs engaged and close the compartment doors. Connect the control power source.
- Close the main source of power and operate each circuit breaker electrically in the test/disconnected position.
- If all controls are functioning properly, disconnect the secondary control plugs. Rack the circuit breakers into the connected position. Close the circuit breakers and resume operation.
- Perform an operation test and ensure all scenarios in the switchgear sequence of operation perform properly.

6. GENERAL REQUIREMENTS

Prior to the start of work, the contractor shall customize a work sheet to match the equipment or use a factory supplied one outlining the sequence of events and tasks to be preformed and must submit for review this work sheet and/or check lists that will be used for performing maintenance service. _
The Embassy Facility Manager must immediately be made aware of any condition discovered that could result in equipment failure.

Test and inspection field report shall be submitted within 30-days of completing work.

7. SAFETY:

Safety is of the highest priority on this and all U.S. Embassy projects. The contractor shall direct all of those under his charge to work safely. Strict adherence to NFPA70-E and applicable OSHA standards must be maintained at all times. Regular safety meetings shall be held among on-site contractor personnel, LES staff assisting. Safety concerns shall be brought to the attention of the Post Safety and Health Officer (POSHO) and the COR.

8. REQUIREMENTS AND DELIVERABLES:

The contractor shall provide one copy of a typed summary report within **15 days** of site work statement completion. The report must be written in the English language:

1. Narrative summary site report to include all findings, repairs or corrective measures, completed inspection and testing checklists.
2. Site personnel training on switchgear system (Who received the OJT)
3. Recommended list of spare parts for system. BOM if necessary for extensive repairs.
4. Detail report covering all aspects of equipment upgrading, system modification, new part installation in all locations.
5. Post as-built drawings shall be updated with any modifications that were performed.

9. PROJECT COSTS:

All the work shall be a fixed price inclusive of all labor, testing equipment, materials, shipping, travel and per diem costs as applicable.

10. SECURITY REQUIREMENTS:

The Contractor Electrical Technical Team will be cleared prior to the work, and escorted by Facility Technicians whenever necessary to complete the job.

11. WARRANTY:

The preventive maintenance service of Electronic works will be guaranteed during **6 months** from the date of the final acceptance by the U.S. Government.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference.

None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L.111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C.2313](#)).
- (10) [Reserved].
- (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-3](#).

- ___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 ___ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C.644](#)).
 ___ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
 ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#))
 ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
 ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
 ___ (iv) Alternate III (Jun 2020) of [52.219-9](#).
 ___ (v) Alternate IV (Jun 2020) of [52.219-9](#)
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
 ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Nov 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
 ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- ___ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- ___ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (30) (i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).
 ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 ___ (ii) Alternate I (July 2014) of [52.222-35](#).
- ___ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C.793](#)).
 ___ (ii) Alternate I (July 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- ___ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552 a](#)).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (Jan 2021) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Jan 2021) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2021) of [52.225-3](#).
- ___ (iv) Alternate III (Jan 2021) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).
- ___ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#)) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

___ (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

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

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

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

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

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

___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (vi) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C.4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C.793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C.4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).
(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

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

52.252-2_CLAUSES INCORPORATED BY REFERENCE (FEB 1998)_

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

<http://acquisition.gov/far/index.html> ; This address is 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 e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

The following far clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years

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

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

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

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

Include address to which invoices should be sent.

By email: PNMFMOINV@state.gov

American Embassy Panama
ATTN: FMO / PO#
Ave. Demetrio B. Lakas
Clayton, Panama

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

(End of Clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Commemorating the End of Slavery
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation. ***In addition to U.S. Embassy Panama will observe the following official Panamanian holidays:***

Mourning Day_
Carnival Day_
Good Friday_
Labor Day_
Independence Day from Colombia_
Colon's Day_
The Uprising of Los Santos_
Independence Day from Spain_
Mother's Day_

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

c. When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already

in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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

1. The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
2. The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

(End of Clause)

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

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

b. The COR for this contract is **Jose Quintero – NEC-Electrical Team Led.**

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

a. The contractor warrants the following:

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

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

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference.

ADDENDUM TO 52.212-1

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

A.1 A completed solicitation, in which the SF-18 cover page, and Section 1 has to be filled out.

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

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

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

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

1. List of clients over the past 2 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Panama, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

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

3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. [Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]

6. The offeror's strategic plan for Switchgear Preventive Maintenance to include but not limited to:

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

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> This address 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 e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (FEB 2015)

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

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

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

b. The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection

process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *Alex Dunagan*, at (507) 317-5000. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS_

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

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

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-18, block 11", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)**

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2021)

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

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

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

“Reasonable inquiry” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” —

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

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

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” —

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“*Successor*” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“*Veteran-owned small business concern*” means a small business concern—

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

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

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

- (c) Reserved
- (d) Reserved
- (e) Reserved
- (f) Reserved
- (g) Reserved

(h) Reserved

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

(1) Listed end products.

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

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

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with

publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

(iii) A publicly accessible website includes the Offeror's own website or a recognized, thirdparty greenhouse gas emissions reporting program.

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

(u)

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

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

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

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) **it does, does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that **it does, does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

Alternate I (Oct 2014). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

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

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

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

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