

U.S. Embassy Mbabane  
Date: July 1, 2020

To: Prospective Quoters

Subject: Request for Quotations number 19WZ6020Q0003

Enclosed is a Request for Quotations (RFQ) for Annual Fuel Systems Preventive Maintenance service. If you would like to submit a quotation, follow the instructions of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449.

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

A Site visit would be held on Thursday (July 9,2020) at 10:00 hours, South Africa Standard Time (SAST) at the Embassy compound. Share list of not more than two team members, & their ID numbers, that would attend, not later than 11:00 hours (SAST) on Wednesday (July 8, 2020). Quotations are due no later than 17:00hours (SAST) on Friday (July 31). Offerors are required to submit a Technical Proposal and Price Proposal in separate envelopes or files. The electronic version may be sent via email to [mbabaneprocurement@state.gov](mailto:mbabaneprocurement@state.gov)

All contractors have to be registered in the SAM (System for Award Management) Database <https://www.sam.gov> prior to contract award pursuant to FAR provision 52.204-7. Therefore, prospective offerors are encouraged to start registration process prior to the submittal of quotations. A proof of SAM registration, or indication that registration process has been started, should be submitted together with quotation. The guidelines for registration in SAM are available at <https://uscontractorregistration.com/>

Sincerely,

Contracting Officer

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER 19WZ6020Q0003  
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is for provision of annual fuel systems preventive maintenance in accordance with Attachment A.
- B. The contract will be for a one-year period from the date of the contract award, with **four** one-year options.

II. PRICING

III. VALUE ADDED TAX

VAT

VERSION A

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

CONTINUATION TO SF-1449,  
RFQ NUMBER 19WZ6020Q0003  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## **PART 1. GENERAL INFORMATION**

- 1.1. The U.S. Department of State Bureau of Overseas Buildings Operations (OBO) requires preventive maintenance service on-site visits by manufacturer's qualified system technicians to service systems at the US Embassy, Mbabane. This contract is for one base year and four option years.
- 1.2. All work performed by the contractor shall be completed by qualified technicians and shall comply with the requirements described below in this statement of work and its attachments.
- 1.3. This project shall be a firm fixed price, as specified in this scope.
- 1.4. This work includes qualified tradesman labor and all associated project management support functions. The Contractor shall furnish all labor, materials and, services necessary to manage, plan, and implement requirements for any shipping, field services, and supervisory oversight necessary to execute and complete this work.
- 1.5. As well, the contractor shall be responsible to furnish all services necessary to document maintenance as required below and supervise the contract effort.
- 1.6. The contractor shall be assisted by embassy staff for specific tasks.
- 1.7. A Construction Security Plan (CSP) is not required for this project.
- 1.8. Period of Performance. The performance for these maintenance services, shall begin within **30 calendar days** from the notice to proceed.
- 1.9.

## **PART 2. DEFINITIONS & ACRONYMS.**

A/E	Architectural and Engineering Firm
AF	Africa Area Division (PDCS) and Africa Area Branch (in CFSM)
AID	U.S. Agency for International Development (USAID)
AM	Office of Area Management
AMO	Area Management Officer
ASCE	American Society of Civil Engineers
AVR	Automatic Voltage Regulator
AWG	American Wire Gauge
BAS	Building Automation System (HVAC Controls)

BME	Building Maintenance Expenses
BMIS	Buildings Management Integrated Systems
BOE	Building Operating Expenses
BOM	Bill of Materials
BTL	Build-to-Lease
BTUs	British Thermal Units
CA	Bureau of Consular Affairs or Consular Agency
CAA	Controlled Access Area
CAC	Compound Access Control
CADD	Computer Aided Drafting and Design (synonymous with CAD)
CFSM	Construction, Facility, and Security Management
CG	Consulate General or Consul General
CLAN	Classified Local Area Network
CMPD	Compound
CMR	Chief of Mission Residence (formerly EMR)
COOP	Continuity of Operations
CWE	Current Working Estimate
CxA	Commissioning Agent
DCM	Deputy Chief of Mission
DCMR	Deputy Chief of Mission Residence (formerly DCR)
DOSAR	Department of State Acquisition Regulation
DS	Bureau of Diplomatic Security
EFM	Eligible Family Member
FAC	Office of Facility Management
FAH	Foreign Affairs Handbook
FAM	Foreign Affairs Manual
FAR	Federal Acquisition Regulation
FIR	Office of Fire Protection
FM	Facility Manager
FMO	Financial Management Office (or Officer)
FO	Fiscal Operations (in RM/FM)
FTE	Full-Time Equivalent
FY	Fiscal Year
GSO	General Services Office/Officer
HAZMAT	Hazardous Material Management Program
HVAC	Heating, Ventilation, and Air Conditioning
ID	Interior Design (in DE)
IDIQ	Indefinite Delivery-Indefinite Quantity
IDR	Integrated Design Review
IGE	Independent Government Estimate
IMAP	International Maintenance Assistance Program
IMO	Information Management Office/Officer
IRM	Information Resource Management Division
ISO	International Organization for Standardization or Information Systems Office/Officer
ITC	Information Technical Center

ITO	Information Technical Officer
KVA	Kilovolt Amp
KW	Kilowatt
kWh	Kilowatt-hours
M&R	Maintenance and Repair
MEDEVAC	Medical Evacuation
MSGQ	Marine Security Guard Quarters
NAB	Newly Acquired Building
NOB	New Office Building
NOFORN	No Foreign Nationals
NOX	New Office Annex
NTP	Notice to Proceed
O&M	Operations and Maintenance
PCBs	Polychlorinated Biphenyls
PO	Principal Officer or Purchase Order
POSHO	Post Occupational Safety and Health Officer
ProjNET	Web based Project Extranet Application – Army Corps of Engineers
RCM	Reliability-Centered Maintenance
REHAB	Rehabilitation
RFP	Request for Proposal
RMO	Regional Medical Office/Officer
RSO	Regional Security Office/Officer
SCIF	Sensitive Compartmented Information Facility
SHEM	Office of Safety, Health, and Environmental Management
SOFA	Status of Forces Agreement
SOW	Statement of Work or Scope of Work
UPS	Uninterruptible Power Supply
USAID	U.S. Agency for International Development
USG	United States Government
VAT	Value Added Tax
WHSE	Warehouse

### **PART 3. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

No Government furnished property or equipment, or services will be part of this requirement.

### **PART 4. CONTRACTOR FURNISHED ITEMS AND SERVICES**

The contractor will perform annual preventive maintenance (PM) services described in the “Specific Tasks” section, below, and in the PM table at the attachment. The contractor will provide all specialized tools and test equipment to support this work.

## **PART 5. SPECIFIC TASKS**

The contractor shall accomplish the following:

5.1. General. The contractor shall perform annual preventive maintenance and inspection tasks on the fuel management, storage and dispensing systems at the above listed embassy compounds.

5.2. Pre-Visit Preparation. The contractor shall perform the following tasks prior to travelling to the posts for the maintenance work:

a. Site Work Projected Calendar. The contractor shall propose a calendar for visits and shall provide this calendar to the COR for Department of State and Posts' review and approval within 15 calendar days of contract award.

b. Manufacturers Maintenance Manuals. The contractor shall obtain and review the manufacturer's operations and maintenance manuals for the specific systems. List of systems is at Attachment 1, below.

c. Manufacturers Recommended Spare Parts. The contractor shall obtain and review the manufacturer's recommended spare parts list for each system type.

5.3. Visit to the Posts. After obtaining the required clearances to travel to each post, described below in the section, "Department of State Authorization for Contractor Personnel to Deploy to Post Work Site", the contractor shall accomplish the tasks listed immediately below.

a. In-Briefing at Post. The contractor shall conduct a briefing with the Post Facility Manager (FM). The briefing shall describe the work to be accomplished and the expected schedule. The briefing shall also address any required equipment shut-downs, which shall be approved by the facility manager.

b. Assistance by Post Personnel. Posts shall furnish the contractor the assistance of at least one technician to assist the contractor and to observe the contractor's work.

c. Preventive Maintenance Performance. The contractor shall:

i. Perform the preventive maintenance tasks specified by the requirements checklists for each system and each of the system's modules. The checklists are at the attachments, at the end of the SOW.

ii. Note on the first checklist the name(s) of the embassy technician(s) who are assisting.

iii. Annotate the specific maintenance action accomplished for each checklist item, as well as observations and recommendations for follow-on actions.

iv. Perform any additional tasks recommended by the manufacturer.

v. Perform these additional tasks at US Embassy, Mbabane if required, and produce a report detailing the work accomplished.

- (1). The contractor shall perform the following maintenance and inspection tasks for each of the vehicle fuel dispensers, gasoline and diesel, on the Mbabane Embassy compound:
- a) Inspect to determine that vehicle fuel vehicle fuel dispenser components inside cabinet clean and dry, sump dry.
  - b) Emergency shutoff valve properly anchored, positioned and tested
  - c) Filter(s) within owner's expected service life
  - d) Fire extinguisher has proper pressure and is in good condition
  - e) vehicle fuel dispenser door panels and lock(s) operate easily
  - f) Nozzle flow rate within tolerances
  - g) Nozzle automatic shutoff working properly
  - h) Nozzle no-pressure/no-flow feature working properly
  - i) Electrical conduit, junction boxes, and wiring in good condition Hanging hardware continuity tested and passed
  - j) vehicle fuel dispenser properly grounded
  - k) Emergency stop switch(es) tested and working properly
  - l) Nozzle spout tight, round, no cracks, no excessive wear
  - m) Automatic shutoff hole open and in good condition
  - n) Nozzle hold-open latch straight, moves freely, return spring operates properly
  - o) Nozzle body and scuff guard clean, in good condition, warnings easily read.
  - p) Nozzle/hose connection clean and dry
  - q) Swivel fitting clean, dry, and moves easily (if present)
  - r) Hose in good condition, no cuts, cracks, bulges, blisters, flat spots, kinks or worn spots
  - s) vehicle fuel dispenser/hose connection clean and dry
  - t) Breakaway is clean and dry
  - u) Whip hose in good condition, no cuts, cracks or blisters.
  - v) Fittings at end of whip hose clean and dry

- w) Island or pavement around the vehicle fuel dispenser shows no sign of recent spills or leaks.

(2). The contractor shall perform the following maintenance on the **day tanks** of the following generators on the embassy compound, and four generators on the **New Embassy compound**:

Manufacturer	Model	Location -Property ID
CAT	C18	10000 – UTILITY BUILDING
CAT	C15	20001 - CHANCERY

Maintenance on the day tanks shall consist of the following:

- a) Inspect the body of the day tank to determine indications of leaks, corrosion or damage. Annotate the report to specify the location of the damage and make recommendations for repair methods.
- b) Inspect the tank breather vent to determine if it is properly vented out of the space. Make specific recommendations for any necessary remedial action.
- c) Inspect all fuel lines to and from the day tank for leaks, corrosion or damage and make recommendations for repair methods.
- d) Inspect caps and hatches for seal integrity.
- e) Inspect tank mountings to determine indications of loose mountings, corrosion or damage.

d. Fuel Management Systems Replacement. The work plan and materials list format is at the attachments.

e. Out-Briefing at Posts. The contractor shall conduct an out-briefing at the end of the site visit for the Facility Manager. The out-briefing shall include the following:

- i. Work accomplished.
- ii. Significant observations regarding the system systems.
- iii. Transfer of the completed checklists from the contractor to the Facility Manager and the contracting officer’s representative (COR).

5.4. Deliverables. The contractor shall, in addition to the services at post, provide the following deliverables to the parties indicated:

- a. Completed Preventive Maintenance Checklists. Submit to the Post Facility Manager and the COR the preventive maintenance task list (at Attachment 2, below).
- b. Trip Report. The contractor shall provide to the COR, within 30 days of departure from Post, a report containing the following:

- i. Narrative summary giving the dates of the work, crew size and duration of work effort required,
- ii. Recommending specific repairs, specific materials, and also any additional tools required to accomplish the repairs. See attachment for format.
- iii. Copies of the completed checklists furnished to the respective posts.

5.5. Summary of Deliverables.

<b>Task Order Deliverables</b>				
<b>Deliverable</b>	<b>Task Reference</b>	<b>Due Date</b>	<b>Update Frequency</b>	<b>Distribution</b>
Projected Site Work Calendar	2.2.b	Within 15 calendar days of contract award.	N/A	COR
Completed Equipment PM checklists with full annotations	2.4.a	On the last day of the technicians work at Post	N/A	COR and Post FM
Pneumercator Replacement Workplan and Materials List	2.3.d	Within 30 days of departure from post, attached to the Trip Report	N/A	COR
Trip report – individually for each post visited	2.4.b	Within 30 days of departure from Post.	N/A	COR
Report for Mbabane additional tasks annotating the 3 inspection points for vehicle fuel dispensers and two points for generator day tanks	5.3.b.v	Within 30 days of departure from Post.	N/A	COR

5.6. Removal of Waste Materials. The contractor shall, in the course of the site work, remove all replaced materials and carry them to a location on the embassy compound for disposal by embassy maintenance personnel.

## PART 6. GENERAL REQUIREMENTS

6.1. Quality Control- Quality Assurance Plan. The contractor shall comply with the requirements of this plan, **submitted by the contractor as part of their bid proposal**. The contractor shall be furnished a copy of the Government’s Quality Assurance Surveillance Plan (QASP).

6.2. Work Scheduling. The Contractor shall schedule, coordinate and arrange all work as to cause the least interference with the normal occurrence of post operations. In the event that some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. If the COR determines that the Contractor’s schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.

6.3. Contractor work days at the Embassy. The Embassy has Monday through Friday work schedules. The Embassy has a *half- day schedule on Fridays* and observes US National Holidays as well as the holidays of the Host Nation. Both the daily Embassy work schedule and the holiday celebrations are listed below:

January 1	Wednesday	New Year’s Day	U.S./SWATI
January 20	Monday	Martin Luther King’s Birthday	U.S.
February 17	Monday	President’s Day	U.S.
April 10	Friday	Good Friday	SWATI
April 13	Monday	Easter Monday	SWATI
April 20	Monday	King’s Birthday (Observed)	SWATI
April 25	Saturday	National Flag Day	SWATI
May 1	Friday	Labor Day	SWATI
May 21	Thursday	Ascension Day	SWATI
May 25	Monday	Memorial Day	U.S.
July 3	Friday	Independence Day (Observed)	U.S.
July 22	Wednesday	Public Holiday	SWATI
Aug/Sep	T.B.A.	Umhlanga Reed Dance	SWATI
September 7	Monday	Labor Day/Independence Day	US/SWATI
October 12	Monday	Columbus Day	U.S.
November 11	Wednesday	Veteran’s Day	U.S.
November 26	Thursday	Thanksgiving Day	U.S.
December 25	Friday	Christmas Day	U.S./SWATI
December 26	Saturday	Boxing Day	SWATI
Dec/Jan	T.B.A.	Incwala Day	SWATI

The contractor may be permitted by Post to work on non-duty days and during Embassy and non-duty hours, both before and after the normal duty day. Post maintenance personnel assistance during these non-duty hours may be significantly limited.

6.4. Airport Assistance, Hotel Assistance and Embassy Compound Access. The contractor, through OBO, shall coordinate travel and work access with Post with the assistance of the

Facility Manager and COR. This coordination shall identify the degree of airport assistance and assistance with hotel selection and booking. The contractor may also request access to the post chancery compound during non-duty hours. Generally, Post provides the following services.

- Airport pick-up and drop off.
- “Cleared” or recommended hotel booking.
- Daily transportation to and from hotel.

6.5. Non-Interference with Embassy Operations. The Contractor shall schedule, coordinate and arrange all work as to cause the least interference with the normal occurrence of post operations. In the event that some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. If the COR determines that the Contractor’s schedule conflicts with critical Post operations, the Contractor shall modify the schedule as required.

6.6. Shutdowns and Outages. All planned facility or system shutdowns or tests shall be scheduled on the project schedule and approved by the post Facility Manager or the COR. The Contractor shall accomplish the shutdown work in a coordinated effort within the planned schedule. Shutdown schedule changes required by the Government and made with sufficient notice to the Contractor shall be made at no additional cost to the Government.

6.7. Compatible and Quality Materials.

All parts, materials, components, equipment, systems and products furnished and installed by the contractor shall be compatible with the system or equipment to which it is applied and shall be compatible and functional with other systems and equipment without requiring modification.

6.8. Personnel Security Requirements. This work does not require a security clearance.

6.9. Electronic Devices Prohibitions. No electronic devices (e.g. cell phones, computers, thumb drives, mp3 players, ipods, cameras, etc.) may enter the Embassy without prior approval from the Regional Security Officer (RSO). If the contractor requires the use of a personal laptop computer or photography equipment to document and record site conditions, the contractor shall coordinate these requirements with the COR prior to the visit and submit to the COR along with the eCC data, these requirements.

6.10. Materials Shipping Notifications and Staging

The contractor shall also be responsible for notifying and coordinating all shipments with Post. However, the contractor shall be responsible for the entire shipment, including all effort and costs for customs clearance, container and off-loading fees, port fees, local and in country deliveries to Post and the contractor shall be responsible to ship the materials in their entirety from the contractor’s warehouse to the U.S. Embassy Mbabane work site.

6.11. Document Development, Handling and Safeguarding

Security Classifications. The contractor shall be responsible for security classification reviews, marking and safeguarding and handling of all contract documents in accordance with the base contract, *Security Classification Guide, May 2003* and applicable NISPOM sections. The contractor shall review all documents, inbound and outbound for proper security classification markings. The contractor shall refer to the May 2003 Security Classification Guide and base world-wide IDIQ contract for further direction and guidance.

#### 6.12. Contract Administration

a. Authorized Contract Changes. The Contracting Officer (CO) shall issue all changes or modifications affecting the scope of the work. *No other entity may issue an approval or instructions concerning project scope or contract terms and conditions without the written authorization of the CO.*

b. Contracting Officer's Representative (COR). All technical questions concerning the scope and requirements for this project shall be directed to the COR appointed by the Contracting Officer.

#### 6.13. Responsibility of the Contractor

a. Personnel. The contractor shall also furnish all personnel proposed for this work. All specialized tools, and equipment shall be furnished and shipped by the Contractor in accordance with the Project requirements.

b. Tools: The Contractor shall furnish and provide for and ship all equipment tools, including testing and commissioning equipment necessary for the contractor to execute this project.

c. Materials Transport to Work Site. The contractor shall be responsible for the transport of all tools and materials to and from the work site, to include international travel.

d. Maintenance and Protection of Existing Systems during the work. The Contractor shall protect and maintain the functionality of existing mechanical, electrical and technical systems to the greatest extent possible while performing the work. The Contractor shall protect all interior and exterior space and building finishes to the greatest extent possible while performing the construction work. The contractor shall follow all OSHA regulations to ensure facility function and to maintain personnel safety and accident prevention.

e. Loss of Facility Systems Operation. The contractor shall notify the Post POC immediately upon damage or loss of functionality to any facility system that the contractor is working on. Notice to the COR shall be accomplished the next day.

#### 6.14. Access to Work Site

The contractor shall be responsible to coordinate with the Post FM and RSO all access requests for local contractors and equipment to perform services under this contract. The contractor shall make arrangements and coordinate all access requests in advance of when services are required.

#### 6.15. Occupational Safety and Health Administration (OSHA) Regulations and Labor Laws

The Contractor shall be responsible and solely accountable for their employees, subcontractor personnel and personal safety and compliance with OSHA regulations and where applicable, local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries, or damages to Post facilities or equipment to the COR. The contractor shall also notify the Post POC of such incidents and accidents.

#### 6.16. Tradesman Licensing Requirements, Experience and Manufacturer Certifications

a. The contractor shall demonstrate the following in their proposal:

***b. Training certification for successful completion of a service provider training course by Pneumercator for the contractor's technicians who will travel to the job sites. The contractor must furnish a copy of the training certificate for the technician prior to travel being authorized.***

c. The contractor shall submit to the COR for technical review, along with country clearance

bio/security data and travel itineraries, ***copies of tradesman licenses for those contractor personnel who will execute, install plan, lay out or direct installation or inspection work under this task order.*** All contractor personnel professional tradesman licenses shall be current and valid at the time of contract award and shall be maintained and remain current and valid for the complete duration of the project's execution, including the field deployment phase.

d. The use of the term contractor within this SOW shall also apply to all prime and subcontractor personnel utilized under this project. Use of locally hired subcontractor personnel by the prime contractor is not authorized without specific written CO approval.

#### 6.17 Contractor Factory Certifications.

All contractor personnel furnishing factory authorized services, installation, setup/startup, testing and commissioning services shall be system manufacturer factory certified to perform the services to which the contractor personnel shall execute. Contractor personnel factory certifications shall be provided to the COR.

#### 6.18 Travel Expenses.

Travel expenses are reimbursable. All travel expenses to include lodging and *per diem* shall be limited to the amount prescribed for the location in the Joint Travel Regulation (JTR). The contractor shall submit invoice documentation to include airline ticket and hotel invoices for reimbursement. Travel expenses shall not include charges for profit or overhead.

#### 6.19 Department of State Authorization for Contractor Personnel to Deploy to Post Work Site.

a. Visit Authorization Request. The contractor shall submit a Visit Authorization Request

(VAR) for the traveling technicians to Bureau of Diplomatic Security point of contact at the following address:

Bureau of Diplomatic Security, DS/IS/IND,  
e-mail: INDeCCcerts@state.sbu  
fax: 571-345-3000

b. Country Clearance Process. For the purpose of obtaining country clearance, the contractor shall furnish to the COR, *at least fifteen (15) days in advance of travel*, for each contracted employee, including subcontractors, the following data:

- i. traveler full name,
- ii. traveler security clearance level
- iii. place of birth,
- iv. passport type and number,
- v. passport country of issuance, and
- vi. complete travel itinerary including transit points, arrival and departure flight data and arrival and departure times and dates.

c. Compliance Before Travel. No contractor personnel shall be authorized for Post deployment unless the contractor fully complies with all the requirements of SOW and as technically accepted by the COR.

#### 6.19 Host Nation Visa and Entry Requirements and Country Clearance

The contractor shall be responsible for obtaining any entry visas and making all travel arrangements for their employees, including any subcontractors.

## **PART 7. APPLICABLE PUBLICATIONS**

All work performed by the contractor shall be completed and comply with the requirements described in the following:

- Dept. of State Bureau of Diplomatic Security, “Security Classification Guide for Design and Construction of Overseas Facilities” (May 2003).
- NFPA Codes
- UL Standards
- IEEE Standards

- ANSI Standards
- NETA Standards
- NEMA Standards
- OSHA Standards
- ASHRAE Standards
- IBC Code, including electrical and mechanical
- USG Overseas Policy Board (OSPB), 12 FAH-6 and 5 FAH-6
- Americans with Disabilities Act
- Other USG standards, policy, regulations, etc., as appropriate and required.

## **PART 8. ATTACHMENT/TECHNICAL EXHIBIT LISTING**

Attachment 1: List of Equipment by Posts

Attachment 2: Checklist – Fuel Storage Tanks, Fuel Distribution system and Fuel Dispensing system

Attachment 3: Checklist – Fuel Distribution Pumps and Control Panel

Attachment 4: Checklist – Leak and Level Monitoring system (Pneumercator)

Attachment 5: Work Plan and Materials List Format – Pneumercator 4000

Attachment 6: Recommended Repairs, Parts Replacements and Spares

Attachment 1: List of Fuel Management System at the NEC Location

<b>POST</b>	<b>Start</b>	<b>FUEL MGMT</b>	<b>Pump Control</b>	<b>UST</b>	<b>Fuel Dispensers</b>
1. Mbabane	1 <sup>st</sup> Year	1 x Pneumercator TMS 4000	Simplex	3	Bennett – 2

Attachment 2: Fuel Storage Tanks, Fuel Distribution system and Fuel Dispensing system

Post: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

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

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Post Equipment Number: \_\_\_\_\_ Location: \_\_\_\_\_

Full Name(s) of Embassy Technicians assisting \_\_\_\_\_

<b>Fuel Storage Tanks, Fuel Distribution system and Fuel Dispensing system.</b>	
<b>ITEM</b>	<b>OBSERVATIONS</b>
1. Check floats and leveling devices in tank.	
2. Check floats adjustment with depth level indicators.	
3. Clean breather vents, conservation vents, and flame arrestors where appropriate.	
4. Check for signs of tank leakage.	
5. Verify all locking devices in place.	
6. Validate operation of automatic controls including leak and level detection.	
7. Inspect all piping runs for damages and leakage including fill from remote fill point to UST, supply/return between day tank and UST.	
8. Inspect:	
a. Manhole gaskets,	
b. Brine level for USTs with interstitial fluid.	
c. Day tanks to ensure that they are properly vented and emergency vented.	
9. Clean or replace strainers and filters	
10. Record results.	

11. Record all recommendations.	
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Attachment 3: Fuel Distribution Pumps and Control Panel

Post: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

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

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Post Equipment Number: \_\_\_\_\_ Location: \_\_\_\_\_

<b>Fuel Distribution Pumps and Control Panel</b>	
<b>ITEM</b>	<b>OBSERVATIONS</b>
Prior to performing the maintenance procedure ensure that the main disconnect switch, if present, is operating properly, the user supplied circuit breaker is in the <i>OFF</i> position, and that all sources of power are isolated from the Pump Set.	
1. Check main disconnect switch, door and hinge operation.	
2. Check cabinet mounting hardware at feet and wall mounting flange. Tighten as necessary.	
3. Test pumps in duplex pump sets. Ensure both pumps are operating normally, test each pump individually, test simultaneous operation, test alternating operation.	
4. Check pump/motor hardware for tightness. Pump/motor hardware for tightness. Pump/motor hardware will loosen after normal operation due to vibration. This hardware is double nutted, check all bolts for double nuts.	
5. Rotate shaft by hand and check for smooth operation. Check pump/motor coupler shown at left for proper alignment, clearance and spacing. Loosen pump motor mounting hardware to realign motor/coupler. Loosen one end of pump coupler to adjust for necessary coupler clearance.	

6. Measure and record voltage at the pump and actual current draw and compare to nameplate readings.	
7. Inspect and perform operational test on the Manifold solenoids, motorized supply/return valves.	
8. Check all electrical terminals and connections for tightness.	
9. Lubricate motors per manufacturer's recommendations.	
10. Lubricate pumps per manufacturer's recommendations.	
11. Check all plumbing joints for leaks. Tighten fittings and joints as necessary. Drain accumulated fuel in catch basin, if present.	
12. Inspect all fuel strainers. Disassemble strainer and clean strainer element, replace as necessary. Reassemble unit and check for leaks.	
13. Test hand pump operation, check for fuel leaks, tighten as necessary.	

Attachment 4: Leak and Level Monitoring system (Pneumercator)

Post: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

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

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Post Equipment Number: \_\_\_\_\_ Location: \_\_\_\_\_

<b>Leak and Level Monitoring system (Pneumercator)</b>	
1. Inspect electrical wiring and record deviations from the designed wiring,	
2. Verify that the system configuration has not been damaged or corrupted from initial settings.	
3. Visually inspect and clean leak sensors to prevent fouling or clogging.	
4. List of sensors that are damaged or excessively dirty.	
5. Test console and record, -- AND resolve, all errors and alarms.	
6. Power down unit, count to 5 then power back up and check for errors.	
7. Stick measure all tanks and compare with Pneumercator readings. Record results	
8. REMOTE STATIONS Compare remote station readings with main panel. Confirm the display of the TMS matches what is displayed on the Remote Display. Press the Test button to confirm proper operation of the display and integrated horn.	REMOTE STATION # _____ LOCATION: _____ Observations:  REMOTE STATION # _____ LOCATION: _____ Observations:

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Attachment 5: Work Plan and Materials List Format – Pneumercator 4000

1. Work Plan

Recommended Crew Size: \_\_\_\_\_

Task	Expected Duration

2. Materials List

Item Nomenclature	Model	Qty	Unit Cost
Pneumercator Tank Management Module	TMS 4000		

Attachment 6: Recommended Repairs, Parts Replacements and Spares

**POST:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ITEM:** \_\_\_\_\_ **MODEL NUMBER:** \_\_\_\_\_

**LOCATION (BUILDING & ROOM):** \_\_\_\_\_

**I. Recommended Repairs**

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**II. Recommended Replacement and Spare Parts**

#	Part Nomenclature	Mfg's Part Number	Replacement (R) or Spare (S)	QTY Needed
1				

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (DEVIATION 2017-02) (JUNE 2017, is incorporated by reference (see SF-1449, Block 27A)

### FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAR 2020)

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (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. 3805note](#))).

(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 (*Sept* 2006), 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 (*Oct* 2015) ([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.)

\_X\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (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).

\_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101note](#)).

\_ (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 (Mar 2020) ([15 U.S.C.644](#)).

\_ (ii) Alternate I (Mar 2020).

\_ (iii) Alternate II (Nov 2011).

\_ (15)

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

\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).

\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

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

\_ (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (Mar 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 (*Mar* 2020) of [52.219-9](#).
- (v) Alternate IV (*Aug* 2018) of [52.219-9](#)
- (18) [52.219-13](#), Notice of Set-Aside of Orders (*Mar* 2020) ([15 U.S.C. 644\(r\)](#)).
- (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 (*Mar* 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) ([15 U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).
- \_X\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan* 2020) (E.O.13126).
- \_X\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- \_X\_ (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 (*Oct* 2015) ([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 (*Jul 2014*) ([29 U.S.C.793](#)).

— (ii) Alternate I (July 2014) of [52.222-36](#).

— (33) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([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 (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).

— (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter78](#) 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 (*Dec 2007*) ([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](#).
- \_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (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 (*May 2014*) ([41 U.S.C. chapter 83](#)).
  - (49)
  - (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([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 (*May 2014*) of [52.225-3](#).
    - (iii) Alternate II (*May 2014*) of [52.225-3](#).
    - (iv) Alternate III (*May 2014*) 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).
  - \_X\_ (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](#)).
  - \_X\_ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
  - (56) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
  - X\_ (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
  - (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).

- (59) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).
- (60) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
- (61) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (62)

(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) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).
- (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).
- (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [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](#)).
- (5) [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](#)).
- (6) [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](#)).
- (7) [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](#)).
- (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).
- (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).
- (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([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 (*Oct 2015*) ([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 2019*) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

- (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiv)
  - (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([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).
- (xv) [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](#)).
- (xvi) [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](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (xx)
  - (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
  - (B) Alternate I (*Jan* 2017) of [52.224-3](#).
- (xxi) [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](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

(End of clause)

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

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl>

to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<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)
52.204-13	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)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

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

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

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.232-70 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).

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

Designated Billing Office  
American Embassy Mbabane  
P.O. Box D202  
The Gables  
Ezulwini  
Eswatini  
[szinvoices@state.gov](mailto:szinvoices@state.gov)

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

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(End of clause)

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

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

(a) The COR for this contract is the Embassy Mechanical Engineer.  
(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

(End of clause)

## SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2020), is incorporated by reference (see SF-1449, Block 27A)

### ADDENDUM TO 52.212-1

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

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

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 three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Kingdom of eswatini 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.
4. The offeror's strategic plan for Fuel Preventive Maintenance services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

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

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

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

PROVISION    TITLE AND DATE

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 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

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

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

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical

Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAR 2020)

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.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. “Sensitive technology”—

*Sensitive technology—*

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

(1) Not less than 51 percent of which is owned 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 in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or

updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or*

names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act”:

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

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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

##### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 1998)

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

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

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

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