

U.S. EMBASSY in ANKARA, TURKEY

**SOLICITATION DOCUMENT**



**Solicitation**

**for**

**Building Automation System Preventative Maintenance Service**

**Solicitation No.: PR10414846, 19TU15-22-Q-3012**

**General Services Office: Acquisitions**

**Ataturk Bul., No: 110, Ankara, Turkey**

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<b>SOLICITATION FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER PR10414846		PAGE 2 OF 56	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19TU15-22-Q-3012	
						6. SOLICITATION ISSUE DATE 06/14/2022	
<b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Contracting Officer, Procurement Agent			b. TELEPHONE NUMBER(No collect calls) 457-55 55		8. OFFER DUE DATE/ LOCAL TIME 15:00 pm on 06/28/2022
9. ISSUED BY  <b>AMERICAN EMBASSY</b>  <b>Ataturk Bulv. NO: 110, Kavaklidere</b> <b>Ankara, Turkey</b>		CODE		10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB VETERAN-OWNED <input type="checkbox"/> 8 (A)      SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION	
15. DELIVER TO <b>AMERICAN EMBASSY</b> <b>1480 Sokak No. 1</b> <b>Çukurmabarı Mahallesi</b> <b>06530 Çankaya, Ankara</b>		CODE		16. ADMINISTERED BY <b>AMERICAN EMBASSY</b> <b>Ataturk Bulv. NO: 110, Kavaklidere, Ankara</b>		CODE	
17a. CONTRACTOR/ OFFERER				18a. PAYMENT WILL BE MADE BY <b>AMERICAN EMBASSY FMC</b> <b>Ataturk Bulv. NO: 110, Kavaklidere, Ankara</b>			
				CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>1</b>		<b>Building Automation System Preventative Maintenance Service per the detailed pricing section</b>		<b>1</b>			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>  1  </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED <u>  12/15/2020  </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 1449 REV 4/2002

## STATEMENT OF WORK for BUILDING AUTOMATION SYSTEM PREVENTATIVE MAINTENANCE SERVICE CONTRACT

### 1. DESCRIPTION

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

#### 1.1 Type of Contract

This is a firm fixed price contract payable entirely in USD. The fixed price will include all work, including furnishing all labor, materials, equipment, and services, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified. No additional sums will be payable for any escalation in the cost of materials, equipment, or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

The fixed hourly rates shall include wages, overhead, general, and administrative expenses, and profit. The actual amount of work to be performed, an estimate of the professional / technical effort required, the time of such performance, and the location of the property shall be authorized by delivery orders issued by the Contracting Officer. Orals orders may be necessary for emergency services however they shall be issued in writing within three business days of the oral instructions.

#### 1.2 Period of Performance

- a. The period of performance shall be one (1) year as of the date of the Notice to Proceed for the base contract year, with four (4) additional one (1) year option periods, to be exercised at the sole discretion of the Government.
- b. Contractor shall perform four (4) BAS PM site visits per year for each performance period of the contract.
- c. BAS PM site visits shall be equally spread out over the course of the contracted year.
  1. All BAS PM site visits shall occur within the 365-day period.
  2. Combining multiple site visits into a single site visit is not allowed.
  3. The first BAS PM site visit must occur within 60 days of contract award.
  4. Bi-annual site visits: When two (2) BAS PM site visits are required per year, the second site visit shall occur roughly 180 days after the first site visit was completed.
  5. Quarterly site visits: When four (4) BAS PM site visits are required per year, each site visit shall be performed 90 days after the completion of previous site visit.
  6. The work shall be considered deficient if the Contractor fails to perform the required number of BAS PM site visits within 365 days after the contract award/renewal or fails to space out the BAS PM site visits in the manner described above.

### 1.3 Submission of Quotations

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

1. Standard Form 1449 including 2. Pricing Section.
2. Signed copy of solicitation amendments (if any).
3. For the proposals above \$30,000, proof showing that Systems Award Management Registry, Unique Entity Identifier and NCAE numbers were completed.
4. Depending on offeror's legal entity, legal dealership certificate and/or sub-contracting agreement.
5. Filled, signed and company sealed NDAA 889 Compliance document in Attachment 2.

Submit the complete quotation via email **on or before 1500 hours, June 28<sup>th</sup>, 2022.** to [Ankara-GSO-Procurement-DL@state.gov](mailto:Ankara-GSO-Procurement-DL@state.gov). No quotation will be accepted after this date and time.

## 2. PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and General Services Tax (if applicable).

**2.1. Base Year:** The Contractor shall provide the services shown below for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	Building Automation System Preventative Maintenance	1	Bi-annual and Quarterly	1 LS		
	Total Amount					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	Building Automation System Preventative Maintenance	1	Bi-annual and Quarterly	1 LS		
	Total Amount					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
201	Building Automation System Preventative Maintenance	1	Bi-annual and Quarterly	1 LS		
	Total Amount					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
301	Building Automation System Preventative Maintenance	1	Bi-annual and Quarterly	1 LS		
	Total Amount					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
401	Building Automation System Preventative Maintenance	1	Bi-annual and Quarterly	1 LS		
	Total Amount					

**2.6. Total for all years:**

Base Year	\$ _____
Option Year 1	\$ _____
Option Year 2	\$ _____
Option Year 3	\$ _____

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Option Year 4	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

**2.7. Repair option.** Repairs are NOT included under this agreement (see Exhibit A item 2.3) and are to be done outside this contract. However, the Government desires current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in Exhibit A item 2.3, any necessary repairs or parts will be submitted for approval and then billed against a separate Purchase Order. The Contractor is not approved to do any additional work without specific authorization from the Contracting Officer.

Repair Labor Rate: \$ \_\_\_\_\_/hr

### **3. NOTICE TO PROCEED**

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

### **4. EQUIPMENT AND PERFORMANCE REQUIREMENTS**

**4.1.** The U.S. Embassy in ANKARA requires the Contractor to maintain the following equipment in a safe, reliable, and efficient operating condition. Please see equipment list included in Exhibit A for a more detailed description.

- BUILDING AUTOMATION SYSTEM

**4.2.** The Contractor shall provide all necessary managerial, administrative, and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.

### **4.3. Performance Standards**

The equipment shall be clean and in good operating condition upon completion of the service. The preventive maintenance service shall result in the parts of the system serviced being in a condition to operate efficiently and effectively.

### **5. HOURS of PERFORMANCE**

**5.1.** 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 8:00AM and 5:00 PM Monday through Friday. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

- 5.2.** Below is a list of US Government and Local Holidays for the year 2022. Holidays are subject to change – year by year. Contractor to track and arrange the maintenance schedule accordingly for every year.

Date	Holidays 2022	US/Local
Jan 01	New Year's Day	US / Local
Jan 17	Birthday of Martin Luther King, Jr.	US
Feb 21	President's Day	US
Apr 23	National Sovereignty and Children's Day	Local
May 1	Labor and Solidarity Day	Local
May 2 - 4	Ramadan (*)	Local
May 19	Commemoration of Ataturk, Youth and Sports Day	Local
May 30	Memorial Day	US
Jul 04	Independence Day	US
Jul 08 - 12	Feast of Sacrifice (Kurban) (*)	Local
Jul 15	Democracy and Unity Day	Local
Aug 30	Victory Day	Local
Sep 5	Labor Day	US
Oct 10	Columbus Day	US
Oct 28-29	Republic Day	Local
Nov 11	Veterans Day	US
Nov 24	Thanksgiving Day	US
Dec 25	Christmas	US
Dec 26	Christmas Day (observed)	US

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

- 6.1. General.** The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the U.S. Embassy in ANKARA. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees will be given access to the equipment and equipment areas and will be escorted by Embassy personnel.
- 6.2. Personnel Security.** The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who to be used on this Contract prior to their utilization. Submission of information shall be made within 30 days of award of contract. **No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.**
- 6.2.1. Vehicles.** Contractor vehicles will not be permitted inside the embassy compound without prior approval. If vehicle access is necessary, submit contractor vehicle information (Make,



Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

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

**6.3. Security Clearances**

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

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

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

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

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs), or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) and Contracting Officer’s Representative (COR).

Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

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

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

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

#### **6.4. Standards of Conduct**

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

#### **6.4.2. – (Reserved)**

- 6.4.3. Neglect of Duties.** Neglect of duties is unacceptable. This includes sleeping while on duty, unreasonable delays, or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 6.4.4. Disorderly Conduct.** The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- 6.4.5. Intoxicants and Narcotics.** The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- 6.4.6. Criminal Actions.** Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.
- 6.4.7. Key Control.** The Contractor **will not** be issued any keys. The keys will be checked out by a “Cleared American” escort on the day of service requirements.
- 6.4.8. Notice to the Government of Labor Disputes.** The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

## 7. SCHEDULED PREVENTIVE MAINTENANCE

### 7.1. General

The Contractor shall be Manufacturer certified to provide maintenance on the building automation system.

All parts used provided replacement shall be new and original.

- 7.1.1.** The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration when units are activated/running.
- 7.1.2.** Replacement/repair of any electronic or electrical parts shall be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.
- 7.1.3.** Stocking of recommended repair parts is at the discretion of the Facility Manager and is

dependent upon the nearest location of the Equipment manufacturer, distributor, or dealer. A recommended spare parts list shall be obtained by the contractor from the manufacturer or distributor and provided to the Facility Manager to procure.

**7.1.4.** Parts/materials/tools procurement and delivery for the CAA/PCC areas shall be at the discretion of the Regional Security Officer (RSO).

**7.2.** Checklist Approval

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

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

**7.2.2.** It is the responsibility of the Contractor to perform all manufacturers recommended preventive maintenance including preventive maintenance recommended by the manufacturers' technical manuals for the respective equipment.

## **8. PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES**

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

- a. Contractor furnished materials include but are not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing, and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable items shall be maintained in the onsite inventory.
- b. Disposal of used oil, fuel, battery, and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

## **9. SOFTWARE, LICENSES AND PASSWORDS**

Copies of any and all software and licenses needed to control or to adjust the communications module shall be given to the post upon completion of the work.

## **10. DELIVERABLES**

The contractor must provide completed Inspection, Testing and Maintenance form(s) showing work was accepted by post, with the invoice. A copy must be submitted/mailed to post. Email completed forms to post COR.

Provide a written report in English to the COR containing following:

- a) System information (make, model, all device types).
- b) Pass/Fail of each feature and type of component tested. If a device fails, note device type, address, and location within Post.
- c) Any comments on system (or device) condition pertaining to service life and dependability.

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel.	1	30 days after contract award	COR
Certificate of Insurance	1	30 days after contract award	COR
PM Checklist signed by Contractor's employee	1	After completion of each maintenance service	COR
Invoice	1	After completion of each maintenance service	COR

Details of the deliverable requirements, their submission and retention methods are explained in Exhibit A under the following items:

E. GENERAL DELIVERABLE REQUIREMENTS

G. PRE-TRAVEL DELIVERABLES

H. POST-TRAVEL DELIVERABLES

I. DELIVERABLE SUBMISSION SCHEDULE

J. RETENTION OF DELIVERABLES AND OTHER DATA BY THE CONTRACTOR

## 11. INSURANCE REQUIREMENTS

- 11.1. Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
- 11.2. Insurance. The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies

required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury).

**The Contractor shall carry the following minimum insurance**

<b>1. Bodily Injury, On or Off the Site, in US Dollars</b>	
<b>Per Occurrence</b>	<b>USD5,000.00</b>
<b>Cumulative</b>	<b>USD25,000.00</b>
<b>2. Property Damage, On or Off the Site, in US Dollars</b>	
<b>Per Occurrence</b>	<b>USD5,000.00</b>
<b>Cumulative</b>	<b>USD25,000.00</b>

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

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

**11.3. Workers' Compensation and Employer's Liability**

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

**11.3.2. Government as Additional Insured**

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

**12. LOCAL LAW REGISTRATION**

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

**13. QUALITY ASSURANCE PLAN (QAP).**

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

Performance Objective	SOW Para	Performance Threshold
<p><b><u>Services.</u></b></p> <p>Performs all services set forth in the Statement of Work (SOW)</p>	<p>A thru M &amp; Exhibit A</p>	<p>All required services are performed and no more than one (1) customer complaint is received per month</p>

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

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

**13.4. Procedures.**

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

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

- 13.4.3. If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- 13.4.4. If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- 13.4.5. The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- 13.4.6. If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor shall notify the COR. The COR will review the matter to determine the validity of the complaint.
- 13.4.7. The COR will consider complaints as resolved unless notified otherwise by the complainant.
- 13.4.8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

#### 14. TRANSITIONS/CONTACTS

Within 30 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

14.1. On site contact. The following are the designated contact personnel between the US Embassy and the Contractor

COR

\_\_\_\_\_ -Facility Manager: (\_\_\_\_\_)

\_\_\_\_\_ -Technical Specialist: (\_\_\_\_\_)

The Post Control Officer (PCO) will be the contractor's point of contact at the U.S. Embassy, Ankara, TURKEY. All questions concerning coordination of service activities while at post shall be directed to the Post Control Officer, with weekly reporting to the COR:

PCO

\_\_\_\_\_ -Post Control Officer: (\_\_\_\_\_)



## 15. EXCLUSIONS, CONTRACT AND MODIFICATIONS

1. Exclusions: This Statement of Work does NOT include the repair of equipment, the replacement or procurement of parts, controllers or computers, the replacement of BAS systems, software upgrades or re-commissioning of the BAS. This exclusion does not apply if the work (parts and/or services) is to correct damage caused by Contractor negligence.
2. Contract and Modifications: Work outside the scope of PM Services must be approved by the Contracting Officer (CO) prior to performance of the work. The Contractor shall prepare a proposal, including pricing and scope of work, for Non-PM Service work and submit it to the Government for approval and acceptance as a separate order or as a modification to the contract.
  - a. The Government shall accept, reject, or defer action on the Contractor's proposal for work outside the PM Services statement of work and reserves the right to obtain similar work from other competitive sources.
  - b. When a proposal from the Contractor to perform work outside the scope of PM Services is approved by the CO, the Government will issue an order or a modification to the contract for the additional work. Work is not authorized to proceed until the date so indicated in the order or the modification to the contract.
  - c. The Contractor shall coordinate this additional work with the PM Service work to achieve logistic efficiencies. In addition to the requirements described elsewhere in this statement of work, the following requirements will also apply:
    - 1) The Contractor shall be required to provide a Submittal for review to the COR. The submittal shall clearly describe in detail repairs and/or modifications being made and shall include control drawings, product data and Sequences of Operation as applicable to the work being done. Work will not proceed without approval of the Submittal by the CO.
    - 2) The Contractor shall procure parts (including controllers and computers) and/or software required to perform the additional services defined in the approved proposal and arrange for shipping that will allow for the arrival of parts at Post prior to the dates scheduled for the associated PM Service site visit. These additional works / services will be provided as part of an upcoming, regularly scheduled PM Service site visit.
    - 3) Non-PM Service work being provided as part of a order or as a modification to the contract shall be thoroughly tested by the Contractor and functionality demonstrated to a Government designated representative (COR or Facility Manager as project conditions require.) Depending on the scale and scope of the work, Commissioning may also be required by the order or as a modification to the contract.
    - 4) The Contractor shall warrant all parts, labor, installation, modification and other services provided by an order or as a modification to the contract for a period of one (1) year from the date of acceptance by the COR.
      - a) The warranty shall guarantee that the work performed, and any parts provided function as intended.
      - b) The warranty shall guarantee that the portions of the BAS that were worked on function after the work is completed.
      - c) The warranty shall guarantee that the work is complete and that the intent of the order or as a modification to the contract was achieved.
      - d) The Contractor shall provide technical support by telephone throughout the warranty period.

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

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

## 16. SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Embassy's payment office, whichever is later. Invoices shall be sent to the COR at the Embassy. All invoices should be VAT exempted. Government will provide VAT exemption card.

US Embassy ANKARA [\_\_\_\_\_]

The following information must be printed on the invoice to be considered as a proper invoice:

- a. Purchase Order Number.
- b. Description, quantity and total.
- c. VAT Exemption.
- d. Bank Information; Bank Name, Branch name, Account no., IBAN number.

US Government has 7 calendar days to review an invoice and either return it to the contractor as improper or process the invoice for payment. Invoices are to be sent to the following email:

US Embassy ANKARA [ [ankara-fmc-dbo-mb@state.gov](mailto:ankara-fmc-dbo-mb@state.gov) ]

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY  
OVERSEAS CONTRACTING ACTIVITIES**

(Current thru FAC 2005-55)

**COMMERCIAL ITEMS**

**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 FAC team Building Automation System Engineer, Yalim Aral.**

**FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)**

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

<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items  (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States	MAY 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification	JUN 2020
52.227-19	Commercial Computer Software License	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance	APR 1984

The following clause is provided in full text:

**Subpart 4.11—System for Award Management**

**4.1102 Policy.**

(a) Prospective contractors shall be registered in the SAM database prior to award of a contract or agreement, except for— [http://aoprals.state.gov/Web920/danger\\_pay\\_all.asp](http://aoprals.state.gov/Web920/danger_pay_all.asp)

(ii) Contracting officers located outside the United States and its outlying areas, as defined in 2.101, for work to be performed in support of diplomatic or developmental operations, including those performed in support of foreign assistance programs overseas, in an area that has been designated by the Department of State as a danger pay post (see [http://aoprals.state.gov/Web920/danger\\_pay\\_all.asp](http://aoprals.state.gov/Web920/danger_pay_all.asp))

**FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)**

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

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in 12.301(b)(4), insert the following clause:

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:

[Contracting Officer check as appropriate.]

- \_\_ (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 (Jun 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).
- x (10) (i) 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)
- x (ii) 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)
- \_\_ (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 Representation (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 (Mar2020) (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 (Jan2020) (E.O.13126).
- \_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- \_\_ (30) (i) 52.222-26, Equal Opportunity (Sep 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 (Jul 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 (Jul 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).
- \_\_ (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 (Jun2014) 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 (Jun2016) (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 (Jan2021) (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.chapter83, 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 (Jun 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. 2302Note).
- \_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
- \_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (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 (Oct2018) (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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

(vii) 52.222-26, Equal Opportunity (Sep 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 (May2014) (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)

Exhibit A

**STATEMENT OF WORK for BUILDING AUTOMATION SYSTEM  
PREVENTATIVE MAINTENANCE SERVICE**

**A. GENERAL**

1. The U.S. Embassy located in Ankara, Turkey requires Building Automation System (BAS) Preventative Maintenance (PM) services. The Contractor shall perform BAS PM Services as described in this Statement of Work. The Contractor shall also provide further evaluation of the overall functionality of the BAS based on concerns and input provided to the Contractor by the Facility Manager (FM) and Facility Maintenance Staff (FMS).
2. The Contractor shall provide BAS PM Services for the upkeep of the BAS indicated below in Section “C. BUILDING AUTOMATION SYSTEMS TO BE SERVICED”.
  - a. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration. The BAS PM work required shall include, but is not limited to: Preventative Maintenance; Investigation & troubleshooting; Adjustments; Trend and Alarm configuration; etc.
  - b. BAS PM Services shall result in all systems serviced under this agreement being in good operational condition when the work is completed.
  - c. The Contractor shall provide all necessary managerial, administrative, and direct labor personnel as well as all transportation, tools, instrumentation, equipment, and supplies required to perform the BAS PM Services defined in this Statement of Work. The Contractor shall provide the services of qualified, trained, manufacturer certified technicians to perform the required BAS PM Services.
3. All work shall be accomplished in a manner which conforms to the intent of all applicable IBC, ASHRAE, NFPA/NEC, U.S. EPA, and DOS policy, procedures, and directives; causes no damage to buildings or property; endangers none of the building occupants or workers during these tasks; and leaves the areas safe for occupancy.

**B. BUILDING AUTOMATION SYSTEMS TO BE SERVICED**

1. Building Automation Systems (BAS) installed at Post: The Contractor shall maintain the Building Automation System(s) in a safe, reliable, and efficient operating condition. The following information provides a summary of each BAS that is to be serviced. NOTE: Quantities listed below are estimates and the contractor must verify quantities during the initial site visit.
  - a. BAS #1
    - 1) Manufacturer of the BAS: Schneider Electric
    - 2) Name of BAS Product Line: I/A Series

- 3) BAS Software Name and Version Number: I/A Series Workbench (Niagara N4) – Version 4.7.109.20 / Schneider Electric WorkPlace Tech – Version 5.9.3
  - 4) BAS Communication Network Type(s) Used: BACnet
  - 5) Type and Quantity of BAS Components Installed:
    - a) Operator Workstations (OWS + Eng. Laptop): 1 + 1
    - b) Building Controllers (BC): 9
    - c) Advanced Application Controllers (AAC): 15
    - d) Application Specific Controllers (ASC): 500
  - 6) Estimated Quantity of Hardware Points in BAS:
    - a) BC and AAC Points: 2000
    - b) ASC Points: 5000
2. Equipment to be Controlled and/or Monitored: The following is a summary of the types and quantities of equipment to be controlled and/or monitored at Post by BAS.

NOTE: Quantities listed below are estimates and the contractor must verify quantities during initial Site visit.

NOB

- a. Chilled Water System:
  - 1) Air Cooled Chillers: 2
  - 2) Chilled Water Pumps: 2
- b. Dedicated Heat Recovery Chiller: 1
- c. Hot Water System:
  - 1) Boilers: 2
  - 2) Constant Flow Hot Water Pumps: 2
  - 3) Variable Flow Hot Water Pumps: 2
  - 4) Radiant Floor Heating Pumps: 4
  - 5) Radiation Hot Water Pumps: 4
- d. Air Handling Units: 10
- e. Terminal Units (Single Duct w/Hot Water Reheat): 234
- f. Fan Coil Units (Two Pipe - Cooling): 16
- g. Fan Coil Units (Four Pipe - Heating & Cooling): 1
- h. Computer Room Air Conditioning Units (Cooling Only): 3
- i. Dedicated Outdoor Air Supply Units (DOAS): 2
  - 1) Outside Air VAVs (DOAS-1): 12
  - 2) Outside Air VAVs (DOAS-2): 5
  - 3) Exhaust Air VAVs: 7
- j. Fuel Oil System (Alarm Monitoring Only): 1
- k. Power Monitoring System (Monitoring Only): 1
- l. Domestic Water System (Monitoring Only): 1
- m. Water Treatment System (Monitoring Only): 1
- n. Water Metering System (Monitoring Only): 1
- o. Fire Alarm System (Interlocks & Monitoring Only): 1
- p. Exhaust Fans: 14
- q. Elevator & Stairwell Pressurization System: 1
  - 1) Supply Fans: 4

- r. Chemical Dispensing System: 1
- s. Heat Tracing (Monitoring Only): 1
- t. Elevator Status Alarms (Monitoring Only): 1

MSGQ

- a. Air Handling Units: 1
- b. Terminal Units (Single Duct w/Hot Water Reheat): 23
- c. Exhaust Fans: 4
- d. Fan Coil Units (Two Pipe - Cooling): 1
- e. Fan Coil Units (Four Pipe - Heating & Cooling): 1
- f. Space Pressurization System: 1
- g. Fire Alarm System (Interlocks & Monitoring Only): 1

SPX

- a. Roof Top Units: 2
- b. Make-up Air Units: 1
- c. Fan Coil Units: 5
- d. Exhaust Fans: 23
- e. Terminal Units (Single Duct w/Hot Water Reheat): 34
- f. Sump Pumps: 6
- g. Generators (Monitoring Only): 4
- h. Heat Tracing (Monitoring Only): 1

PKG

- a. Exhaust Fans: 10
- b. Heating and Ventilation Units: 2
- c. Sump Pumps: 10
- d. Heat Tracing (Monitoring Only): 1
- e. Elevator Status Alarms (Monitoring Only): 1

CCAC

- a. Supply Fans: 2
- b. Temperature Sensors: 6

MCAC

- a. Supply Fans: 1
- b. Temperature Sensors: 5

SCAC

- a. Supply Fans: 1
- b. Temperature Sensors: 6

3. Buildings where BAS was installed: The Post is consisted of multiple buildings. The following buildings at Post utilize BAS:

- a. New Office Building (NOB): Schneider Electric – Niagara 4
- b. Support Annex (SPX): Schneider Electric – Niagara 4
- c. Marine Security Guard Residence (MSGQ): Schneider Electric – Niagara 4
- d. Parking (PKG): Schneider Electric – Niagara 4
- e. Service Compound Access Control (SCAC): Schneider Electric – Niagara 4
- f. Main Campus Access Control (MCAC): Schneider Electric – Niagara 4
- g. Consular Compound Access Control (CCAC): Schneider Electric – Niagara 4

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

1. General: The Contractor shall perform BAS Preventative Maintenance services for the Building Automation Systems indicated. Provide the necessary investigative services to ensure BAS controls are working as designed and in accordance with documented operating sequences. BAS PM Services shall include, but are not limited to the following tasks.
  - a. The Contractor shall indicate which PM Activities will be performed at each site visit.
  - b. The schedule shall cover a five (5) year period so that the schedule can properly address tasks that are to be spread out over this time frame.
  - c. As a supplement to the schedule, the Contractor shall include a PM Service Activity Description List which will provide a detailed description of each PM activity, including the means and methods by which the Contractor intends to perform each PM activity.
  - d. See section "G. PRE-TRAVEL DELIVERABLES" for further requirements.
3. Checklist Development:
  - a. For the first BAS PM Site Visit to Post the Contractor shall utilize generic PM Checklists that the Contractor has previously utilized in the performance of their trade.
  - b. During the site visit the Contractor shall collect data on the existing BAS(s) at Post and the associated equipment being controlled. This data shall be used to create site specific PM checklists for use in future BAS PM Site Visits.
  - c. After the completion of the Contractor's first BAS PM Site Visit, the Contractor shall create site specific Checklists for each BAS and the equipment controlled and/or monitored by each BAS. These Checklists shall be developed from existing As-Built Data; Operation & Maintenance Data; Set Point Data; Time Schedule Data; and any other data relevant to the PM effort found at Post. This data shall be reviewed by the Contractor to determine the operational baseline requirements that will be used in the Checklists.
  - d. All future BAS PM Site Visits shall utilize the site-specific Checklists. These Checklists will be used by the Contractor when Preventative Maintenance is performed to verify the Building Automation Systems are functioning as originally intended.
  - e. There shall be one Checklist provided for each system controlled and/or monitored by a BAS.
  - f. See section "G. PRE-TRAVEL DELIVERABLES" for further requirements.
4. Implementation: The Contractor shall perform BAS PM Services at the frequencies indicated in the PM Service Activity Schedule using the site-specific Checklists developed for the

equipment and systems called out in the Contract. The Contractor's technician shall sign off on every item of each checklist when the associated PM is performed.

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



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

- i. Updated BAS As-Built and BAS Operation & Maintenance Manual Documents: When a work is performed which modifies the existing BAS hardware / software configuration and/or programming, the Contractor will be responsible for providing updated As-Built and O&M Manual documentation to accurately reflect the new state of each BAS at Post.
  - 1) Modifications shall be made to reflect any changes made to the Sequences of Operation by the Contractor and any permanent changes to the Sequences of Operation discovered by the Contractor but not previously documented.
  - 2) Modifications shall be made to reflect any physical changes made to the BAS, to include but not be limited to wiring changes, changes to controller configurations, addition, or removal of points, etc.
  - 3) Any new BAS Software and/or Hardware Licenses associated with the work performed shall be provided. Licenses shall be fully documented, and information provided in a manner that allows Post to work directly with the BAS manufacturer.
  - 4) In cases where BAS CAD As-Built Drawings are not available, the Contractor shall produce BAS CAD Drawings for only the drawings that are affected by the work performed. PDFs of these modified drawings shall be inserted into the existing BAS As-Built drawings to replace the outdated drawing pages.
  - 5) O&M Manual data shall be provided for any BAS equipment installed as part of this work. A PDF of the Original O&M Manual shall be altered to remove components that are no longer used. O&M information for components added shall be appended to the O&M Manual.
6. Annual PM Activities: At a minimum, the following PM Service activities are required to occur at least once a year. It is the intention of this statement of work that tasks noted here which cannot be realistically completed during a single site visit, shall be broken up to occur over multiple site visits.
  - a. Panel, Controller and Wiring Inspection:
    - 1) Physically inspect all field panels and controllers for damage, excessive dirt or moisture and clean/vacuum as necessary.
    - 2) Verify proper voltage at all control transformers.
    - 3) Inspect all connections, wire raceways in panels and wire arrangements. Remove any abandoned devices and wiring and update panel diagrams as may be necessary to reflect current arrangements and configurations.
    - 4) Verify condition of local battery / UPS that may be connected to the panel power source.
  - b. Confirmation of Sequences: The Contractor shall review the operation of BAS controlled equipment / systems and confirm that the functionality corresponds with the As-Built Sequences of Operation. When equipment / systems do not operate as described in the sequences the Contractor shall review the associated programming, sensors, wiring, etc. and determine the cause.

- 1) The Contractor shall consult with Facility Maintenance personnel and the Facility Manager to determine if functionality that does not correspond with the sequences is legitimate or if it is a deficiency that needs to be corrected.
  - 2) If it is determined that the functionality discovered is not correct, the Contractor shall adjust and modify program as needed to reinstate the functionality described in the As-Built Sequences of Operation.
- c. Review of Post's Expendable Sensors / Equipment: Parts for which product data indicates there is a defined operating life expectancy shall be tracked and scheduled for replacement at the time intervals recommended by the manufacturer. For HVAC applications these will typically include Humidity Sensors, Carbon Monoxide Sensors, Carbon Dioxide Sensors, UPS Batteries, etc. There are other specialty parts that can fall under this category. See "H. POST-TRAVEL DELIVERABLES" in this statement of work for additional requirements.
- d. BAS Evaluation: For each BAS at Post, review the system and provide an assessment of and recommendations about the condition, level of functionality, age, possible obsolescence, possible need for upgrades or replacement, etc. of all or any portion of the system.
- 1) BAS Software Assessment: The Contractor shall review the BAS software installed on the BAS OWS and/or Servers to determine if the software is in need of an upgrade.
    - a) If the software needs to be upgraded it shall be ascertained if upgrading the software is possible with the current operating system / computer combination.
    - b) BAS Software that is not of the most current version is not considered a justification for upgrading the software. Other factors justifying the need for an upgrade must be presented. Supporting information justifying the recommendation shall be provided.
    - c) A description of the effort involved, and a cost estimate shall be provided if the software needs to be upgraded.
  - 1) BAS OWS / Server Assessment: The Contractor shall review the condition of the BAS OWSs and/or Servers to determine if the hardware is in need of an upgrade or be replaced. A description of the effort involved, and a cost estimate shall be provided if the hardware needs to be upgraded or replaced.
  - 3) Missing BAS OWS: Under circumstances where a BAS OWS is found to be missing (typically a laptop computer) the Contractor shall determine what hardware / software is needed. A description of the effort involved in providing the missing BAS OWS and a cost estimate, shall be provided if a BAS OWS is needed at Post.
  - 4) BAS Controller Assessment: The Contractor shall review the various models of BAS controllers installed and determine if any of the controllers are obsolete, are no longer available from the manufacturer and/or are no longer supported by the manufacturer.

- a) Documentation from the manufacturer that clearly indicates one of these conditions exists shall also be provided.
  - b) A description of the effort that would be involved and a cost estimate for this effort shall be provided if the controller(s) needs to be updated or replaced.
  - c) Work of this nature will not be considered by the COR if supporting documentation from the manufacturer is not provided.
- e. BAS Inventory Retention: While performing PM services at Post, the Contractor shall take inventory of each existing BAS. BAS Inventory data collection shall be performed once, during the initial site visit. The BAS Inventory shall be updated during subsequent PM site visits and resubmitted if it is found that changes have been made that affect the inventory data. The intent of this requirement is to take a full inventory of each installed BAS and to document all the programming and physical hardware points in each BAS.
- 1) Inventory data collection for each BAS shall include the following information. Separate inventory data collection documents shall be provided for each BAS:
    - a) The quantity and locations of BAS OWS / Servers and the software installed on each of these OWS / Servers. (Operating System, BAS software, production software, encryption software, etc.)
    - b) The locations of each OWS, Server, Hub, Router, Switch, Repeater, Building Level Controller and Supervisory Level Controller, shall be shown on sanitized floor plans. If CAD drawn floor plans are not available, it is acceptable to show this information on a scanned copy of the floor plan drawings.
    - c) A table providing the following details about the BAS. This table shall include the following five (5) columns:
      - i. Name of Manufacturer
      - ii. Name of Product Line
      - iii. The Model of each type of controller installed
      - iv. The Part Number of each type of controller installed
      - v. The quantity of each type of controller installed
    - d) A table providing the following details about the Equipment and Systems monitored and/or controlled by the BAS. This table shall include the following two (2) columns:
      - i. Type of Equipment / System controlled /monitored
      - ii. The quantity of each type of Equipment / System installed
  - 2) The Contractor shall generate a document containing a database printout of the BAS programming, points, and other settings for each controller. This will be done using the built-in functionality of the associated OWS / Server. An individual printout shall be provided for each controller.
- f. BAS As-Built and Operation & Maintenance Manual Document Retention: The Contractor shall coordinate with the Facility Maintenance Staff at Post to find the existing BAS As-Built and O&M Manual documentation for each BAS installed at Post. As Built and O&M Manual documentation retention shall be performed once, after the initial site visit has been completed.

- 1) If electronic media versions of these documents exist at Post, the electronic media versions of the documentation shall be copied.
  - 2) If no electronic media versions of this documentation are available at Post, the Contractor shall scan hard copies of this documentation to create electronic media for submission.
6. Planned Out Five One (5) Year PM Activities: At a minimum, the following PM Service activities are required to occur at least once over the five (5) year span of the BAS PM Service Activity Schedule. It is the intention of this statement of work that tasks noted here shall be broken up evenly to occur over multiple site visits, over the duration of five (5) years.
- a. Sensor, Operator and End Device Point-to-Point Checkout: Hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life.
    - 1) This checkout shall verify that each hardware point indicated in the BAS is the actual physical point connected to the controller, that the point is functioning properly and that the point is shown / labeled correctly on the appropriate graphic screens.
    - 2) Any discrepancies shall be investigated, and adjustments made as necessary so that all sensors monitored, and devices controlled by the BAS match the associated hardware points indicated in the BAS and provide the desired functionality.
  - b. Sensor, Operator and End Device Calibration: The calibration of hardware points in the BAS shall be verified against actual field conditions once every five (5) years of service life.
    - 1) Where sensors, operators and other end devices are capable of being adjusted, the Contractor shall perform the calibration.
    - 2) Sensors shall be calibrated to within the accuracy range stated in the associated manufacturer's literature.
    - 3) Operators and other end devices shall be adjusted so that the BAS output signal corresponds to operator's or end device's full control range.
    - 4) Where sensors, operators and other end devices are not capable of being adjusted, the Contractor shall note the deviation between actual and measured value for sensors and between actual output function and commanded signal.
      - a) The Contractor shall use calibrated instrumentation with a higher accuracy than the sensor, end device or operator being calibrated.
      - b) Calibrated instrumentation used shall have been certified by an independent calibration agency within one (1) year of the dates used.
7. Manufacturers' Recommended PM: It is the responsibility of the Contractor to perform all BAS Manufacturers' recommended PM. This shall be completed in addition to the tasks listed above if there are any discrepancies between what is required by this statement of work and the Manufacturers' recommended PM.
8. Deficiency Reporting: Any and all problems, issues, failures, etc. related to the BAS and/or the equipment / systems controlled and/or monitored by the BAS, discovered by the Contractor while performing any of the PM Services described within the "C. BAS PREVENTATIVE MAINTENANCE (PM) SERVICES" section of this Statement of Work shall be considered

Deficiencies. All Deficiencies (open or closed) shall be documented in the PM Report, following the criteria described in “H. POST-TRAVEL DELIVERABLES”.

3. Travel Extensions: If, while at Post, it is determined by the COR, in concurrence with the Contractor, that extending the time the Contractor is at Post is needed to provide non-PM Services, the COR can authorize the extension and provide the Contractor with a Purchase Order for the additional effort.

## **E. GENERAL DELIVERABLE REQUIREMENTS**

1. General: The Contractor shall be responsible for producing schedules and documenting work and activities performed while on site. The deliverables required by this statement of work shall be submitted to the Post Facility Manager / COR at Post and to OBO/CFMS/FAC/PS - “BAS Support” for review and approval as well as record keeping purposes. Failure by the Contractor to provide submissions to either party will result in a delay of payment. This information will also be used by OBO to assist in making decisions concerning the funding of other work, as recommended by the Contractor.
  - a. Two (2) sets of Deliverable disk(s) shall be created.
  - b. One (1) set of Deliverable disk(s) shall be submitted by the Contractor to the Post Facility Manager.
  - c. One (1) set of Deliverable disk(s) shall be submitted by the Contractor to OBO/CFMS/FAC/PS - “BAS Support”.
2. Document Creation, Classification and Handling Requirements: Each submission shall consist of the appropriate documentation as required herein.
  - a. Drawings and other documents prepared for or used for this work shall become the property of the Government. The Government reserves the right to reproduce, in part or whole, the deliverables for internal Government purposes.
  - b. Deliverables shall be prepared after each PM site visit has been completed. It is not acceptable for the Contractor to spend time at Post preparing reports and other deliverables. Information required to create deliverables shall be generated / gathered while at Post and utilized by the Contractor to create the required deliverables after the trip has been completed.
  - c. All Contractor deliverables shall be provided as electronic media. No paper deliverables are required.
    - 1) Electronic media shall be provided to the Government on read-only CD and/or DVD disks.
    - 2) Multiple deliverable items shall be provided on individual CD or DVD disks when possible, to reduce the number of disks required to create the deliverable.
    - 3) USB thumb drives or other forms of removable, re-writeable media are not allowed.
    - 4) Each individual deliverable shall include a Transmittal Number for tracking purposes. The Transmittal Numbers shall be formatted XXXXX-YYY (Rev Z):
      - a) XXXXXXXXXXXXX represents the Contract Number which the deliverable is associated with.
      - b) YYY represents the deliverable number. This number increases for each new deliverable provided for review and approval.

- c) Z is the revision number for the deliverable in question. This number will increase when a deliverable has been resubmitted, provided for review and approval more than one (1) time.
  - d) Example: 19TU1522P3012-003 (Rev 1). This would be a deliverable associated with Contract 19TU1522P3012; 003 indicates that this is the third unique deliverable provided for review and approval; (Rev 1) Indicates that this is the second time this deliverable has been provided for review and approval.
- d. The CDs and/or DVDs on which deliverables are provided shall be labeled with computer generated labels as indicated below. CDs or DVDs which are submitted without a proper label, that have no label, or are labeled by hand will be rejected without review.
- 1) The Post location
  - 2) The Contract number
  - 3) The Contractor's name
  - 4) The Transmittal Number associated with the deliverable
  - 5) The date when the deliverable was created
  - 6) The classification marking.
  - 7) The name(s) of the deliverable(s) that has (have) been burned onto the disk.
  - 8) When multiple deliverables are provided on a single disk, the deliverables shall be included in dedicated directories which have been named appropriately for each deliverable being submitted. A document shall be included in the root directory which provides a list of the deliverables included in each directory.
- e. Electronic media documentation shall be submitted in the form of searchable PDF files. These documents shall also be submitted in their native file formats (AutoCAD, Word, Excel, Power Point, Project, etc...).
- 1) Any new documents generated using Microsoft Office products shall be submitted utilizing Microsoft Office file formats that are backwards compatible with Office 2010.
  - 2) Any new drawings included in the documentation provided shall be submitted utilizing the AutoCAD file format (\*.dwg files) and shall be backwards compatible with AutoCAD 2013.
  - 3) Execution Schedules provided shall be submitted utilizing the Microsoft Project file format (\*.mpp files) and shall be backwards compatible with Project 2010.
  - 4) The quality of electronic media prints and plots will, at a minimum, be 600 dpi.
  - 5) All new documentation shall be provided in the English language.
  - 6) All new documents shall include a Table of Contents. The Table of Contents shall include all sections of the document and any addendums included with the document.
  - 7) The pages in all new documents shall be numbered. The numbering in the associated Table of Contents shall be coordinated to ensure the correct page numbers are used.
  - 8) Numeric values shall be provided in both Imperial and Metric units of measurement.
  - 9) The files associated with each BAS Backup created shall be compressed into the standard ZIP file format. Each ZIP file will contain all of the files and directories associated with the BAS Backup created.

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

## **F. EXECUTION SCHEDULES**

1. General: The Contractor shall submit to the COR and the Post Facility Manager an Execution Schedule (ES) for review. The ES will provide a reference plan of execution for the contract, forecast final PM completion, and assure coordination of the work between Post, the Contractor's staff / personnel and all other parties associated with the work.
2. The ES shall include the following tasks and milestones:
  - a. Contract Award
  - b. Creation / Monthly Update of Execution Schedule
  - c. Submission, Review and Approval of New / Updated Execution Schedule
  - d. Creation of Pre-Travel Deliverables
  - e. Submission, Review and Approval of Pre-Travel Deliverables
  - f. Start of each Site Visit
  - g. End of each Site Visit
  - h. Creation of Post-Travel Deliverables for each Site Visit
  - i. Submission, Review and Approval of Post-Travel Deliverables for each Site Visit.
  - j. Annual Contract Renewal
  - k. Contract Completion
3. The schedule shall include each task, specifically linked together in a logical manner, which clearly identifies the critical path of the work.
4. The schedule shall be broken down to the task and activity level for all activities required by the contract. The schedule shall include all milestone activities (i.e. scheduling of Site Visits, submittal preparation start and completion, etc...). The schedule shall include the following information for each broken out activity: activity description, activity duration in hours, early start and finish dates, late start and finish dates, activity duration and a unique activity identifier for each activity. The schedule shall be scaled by weeks or as requested by the COR and shall fully disclose all activities (i.e. no roll-ups or summations).
5. The schedule shall include in the header field the contract number, contract name, and Post name. The schedule shall also include a datum indicating the date on which the schedule was base lined. For subsequent schedule submissions the datum shall reflect the date the schedule was revised.
6. In addition, the Contractor shall indicate in the schedule the dates of activities that could interfere with, disrupt, or otherwise impact Post operations:
  - a. Outages
  - b. Access to Restricted Areas
  - c. Start / End Dates on Site
  - d. Post Briefings
7. The Contractor shall update the ES on a monthly basis. The updated ES shall incorporate updated schedule changes and actual progress of the work.



## **G. PRE-TRAVEL DELIVERABLES**

1. PM Service Activity Schedule: A schedule that indicates which PM Service Activities will be performed at each site visit. The Contractor shall submit the PM Service Activity Schedule for approval prior to commencement of any work at Post. The schedule shall cover a span of five (5) years to account for PM Service Activities that occur only once over this time frame.
  - a. Each PM Service activity described within this statement of work shall be broken into separate line items for each individual BAS installed at Post. (i.e., there will be three separate line items for activity “Check BAS Communication Network” if there are three separate standalone BAS installed at Post.)
  - b. For activities that are spread out over multiple site visits, each line item will indicate the equipment that will be worked on during each specific site visit.
  - c. For all activities, each line item will note what equipment was serviced during the PM site visit, the dates when all equipment were last serviced, the recommended dates for the next servicing for all equipment.
  - d. For each site visit during the schedule’s five (5) year timeline, the schedule shall indicate the equipment for which “Sensor, Operator and End Device Point-to-Point Checkout” and “Sensor, Operator and End Device Calibration” will be performed.
2. PM Service Activity Description List: The activity description list shall provide detailed descriptions for each of the PM Service Activities listed in the PM Service Activity Schedule. The Contractor shall submit the PM Service Activity Description List for approval prior to commencement of any work at Post. Each description will be presented in narrative form and broken down into the three (3) parts described below.
  - a. Name of PM Service activity that is being described.
  - b. A detailed description of the PM Service activity which clearly describes the Contractor’s understanding of what the PM Service activity is intended to accomplish.
  - c. A detailed description of the means and methods the Contractor will be using to provide the PM Services required by the activity.
3. Generic PM Checklists: Generic PM Checklists shall be submitted for approval prior to the first PM site visit.

## **H. POST-TRAVEL DELIVERABLES**

1. Site Specific PM Checklists: PM Checklists, modified to reflect actual field conditions, shall be submitted for approval. There shall be one Checklist for each system controlled and/or monitored by a BAS. This shall be done after the completion of the initial site visit.
2. PM Service Activity Schedule and PM Activity Description List: A revised PM Service Activity Schedule and PM Activity Description List, updated based on actual field conditions, shall be submitted for approval. This shall be done after the completion of the initial PM site visit.
3. Preventative Maintenance Reports: The Contractor shall be responsible for providing detailed PM Report after each site visit. Each PM Report shall include, at a minimum, the following:

- a. **Executive Summary:** A narrative of the PM Services performed, up to two pages long, shall provide background on the PM Services Provided, how the work went, and a brief description of major issues encountered.
- b. **PM Activities Performed:** A table listing all PM Activities Performed while at Post. The table shall include the following four (4) columns:
  1. Date PM Activity was performed
  2. PM Activity that was performed
  3. Detailed description of Adjustments made, if any
  4. Date Adjustments were made
- c. **Deficiencies:** A table listing all Deficiencies found while at Post. The table shall include the following six (6) columns:
  1. Date Deficiency was discovered
  2. A brief description of the Deficiency that was discovered
  3. Status of Deficiency – “Open” or “Closed”
  4. This column shall include references to the unique designators associated with the Corrective Action descriptions for Deficiencies that have a status of “Closed”. A description of the Corrective Action taken shall be provided in the body text of the “Corrective Action” section in the PM Report. The unique designator shall point to where in the PM Report the description of the Corrective Action is located.
  5. Date Corrective Action was taken
  6. This column shall include references to the unique designators associated with the Proposed Solution descriptions for Deficiencies that have a status of “Open”. A description of the Proposed Solution shall be provided in the body text of the “Proposed Solution” section in the PM Report. The unique designator shall point to where in the PM Report the description of the Proposed Solution is located.
- d. **Corrective Actions:** A section describing the Corrective Actions taken to resolve “Closed” issues listed in the Deficiency List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency List. Use of paragraph numbers / letters is acceptable for this purpose. Corrective Action descriptions will be presented in narrative form and broken down into the three (3) parts described below.
  1. A clear and detailed description of the deficiency and the cause of the deficiency (if known).
  2. A clear and detailed description of the Corrective Action Taken.
    - a. Indicate if the Deficiency was resolved as part of the PM effort or if a separate Purchase Order or Contract Modification was required to implement the Corrective Action. Append any Purchase Orders and/or Contract Modifications to the end of the PM Report along with the associated proposal.
    - b. If the Corrective Action involved revisions to the associated Sequence of Operation, include the revised Sequences.
    - c. If the programming was changed to correctly implement the existing Sequence of Operation, describe the changes that were made to the programming.
    - d. If point or system override(s) were removed or added to the system in order to allow for proper system operation, identify the point or system override(s) that were modified and describe the reason for removing or adding the override(s).
    - e. If the Sequences of Operation were modified in order to meet new conditions at Post, describe the changes that were made to the Sequences.

- f. If the BAS hardware installation was modified, clearly indicate what was changed. (wiring, sensors, end devices, operators, the network, controllers, etc.).
3. A table listing any parts that were utilized to implement the Corrective Action Taken. (If Applicable) The table shall include the following four (4) columns:
    - a. Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
    - b. Quantity Required
    - c. Part description
    - d. Manufacturer
- e. **Proposed Solutions:** A section describing the Proposed Solutions proffered to resolve “Open” issues listed in the Deficiency List. The beginning of each description shall include a unique designation which can be used as a reference designator in the Deficiency List. Use of paragraph numbers / letters is acceptable for this purpose. Proposed Solution descriptions will be presented in narrative form and broken down into the seven (7) parts described below.
1. A clear and detailed description of the deficiency and the cause of the deficiency (if known).
  2. A clear and detailed description of the Proposed Solution.
  3. A description of any impact the work will have on Post. (If Applicable)
  4. A description of any assistance the Contractor would require from Post to implement the Proposed Solution. (If Applicable)
  5. A table listing any parts that would be needed to implement the Proposed Solution. (If Applicable) The table shall include the following five (5) columns:
    - a) Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
    - b) Quantity Required
    - c) Part description
    - d) Manufacturer
    - e) Unit Cost
  6. A manpower estimate for how much effort would be required to implement the Proposed Solution during a future PM visit.
  7. A Cost Estimate for the Contractor to implement the Proposed Solution during a future PM Site Visit.
    - a. If parts that failed or are needed to implement the Proposed Solution are available in the Post’s Spare Part Inventory and the Facility Manager permits the Contractor to use the available spare parts, the Contractor shall modify the cost estimate to utilize the spare parts now and procure replacement parts to replenish the Spare Part Inventory later.
    - b. If a Post’s Spare Part Inventory does not include the appropriate parts or the Facility Manager will not allow the use of the Post’s spare parts, the Contractor’s cost estimate shall include procurement and shipping of the parts needed.
    - c. If the Post chooses to procure the parts on their own, the Contractor’s proposal shall include only the cost to remove parts / install new parts.

- f. **Completed Checklists:** This section shall compile all of the signed PM Checklists that were filled out during the PM site visit. All checklists provided shall be complete and clearly legible. Handwritten or document scans that cannot be easily read will be rejected.
- g. **Updated PM Service Activity Schedule:** A revised PM Service Activity Schedule, annotated to note what equipment was serviced during the PM site visit, the dates when all equipment were last serviced, the recommended dates for the next servicing for all equipment and any other alterations that the Contractor may make to the schedule.
- h. **Spare Part Schedule:** The Contractor shall create a Spare Part Schedule listing the spare parts the Contractor recommends Post keep on site, after the initial PM Site Visit has been completed. The schedule shall list the spare parts the Contractor recommends Post keep on site. The Spare Part Schedule shall be updated during each subsequent PM Site Visit. If more than one BAS product line is installed at Post, a separate Spare Parts Schedule shall be provided for each system. Each table shall include the following seven (7) columns:
  - 1. Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
  - 2. Recommended quantity to keep in stock
  - 3. Actual quantity in stock at Post
  - 4. Part description
  - 5. Manufacturer
  - 6. Supplier, including contact information for ordering parts
  - 7. Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc.
- i. **Expendable Part Replacement Schedule:** The Contractor shall create an Expendable Part Replacement Schedule listing all Expendable BAS Parts installed, after the initial PM Site Visit has been completed. The Expendable Part Replacement Schedule shall be updated during each subsequent PM Site Visit. Each table shall include the following eight (8) columns:
  - 1. Complete part numbers specific to each part. Part numbers shall include all selection specific information required to order the desired part.
  - 2. Quantity installed
  - 3. Part description
  - 4. Manufacturer
  - 5. Supplier, including contact information for ordering parts
  - 6. Manufacturer's recommended replacement period
  - 7. Recommended date on which the expendable part should be replaced
  - 8. Part Availability: Locally Available, Commercially Available, Authorized Reseller Only, etc.
- j. **Contractor's PM Staff:** A section that identifies the Contractor's staff that was involved in the preparation of deliverables and in providing BAS PM Services at Post. This shall include the following information:
  - 1. Full Name
  - 2. Company Name
  - 3. Job Title
  - 4. Role in providing BAS PM Services

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

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

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

## I. DELIVERABLE SUBMISSION SCHEDULE

1. Execution Schedules: Initial Execution Schedule (ES) must be submitted within fifteen (15) business days of the Notice to Proceed. Subsequently the ES shall be submitted on the first Monday of every month throughout the duration of the contract. The Contracting Officer's Representative will respond within fifteen (15) business days of receipt of each ES regarding further action or revisions, if any are required.
2. Pre-Travel Deliverables: The items described under "G. PRE-TRAVEL DELIVERABLES" must be submitted within twenty (20) business days following Notification to Proceed. For each of these submissions, the COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.
3. Post-Travel Deliverables: The items described under "H. POST-TRAVEL DELIVERABLES" must be submitted within twenty (20) business days following completion of each site visit. The COR will respond within fifteen (15) business days of receipt regarding additional actions or revisions, if any are required.

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## **J. RETENTION OF DELIVERABLES AND OTHER DATA BY THE CONTRACTOR**

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

## **K. CONTRACTOR'S RESPONSIBILITY**

### **1. General**

- a. Performance will be accomplished in strict conformance with the contract clauses, provisions, and conditions contained herein.
- b. The Contractor shall be responsible for all methods, techniques, and procedures used and for coordinating the work following the proposed schedule. Portions of the facility not directly affected by work activities shall remain functional.
- c. The Contractor shall be responsible to the Government for acts and omissions of the Contractor's employees, subcontractors and their employees, and other persons performing any of the work under contract with the Contractor.
- d. If the Contractor performs any work contrary to U.S. laws, ordinances, or regulations, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.
- e. The Contractor shall save, defend, keep harmless and indemnify the U.S. Department of State, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (e.g., court costs and attorney's fees), charges, liability of exposure, however caused, on account of any copyright, patented or un-patented invention, process or article manufactured or used in the performance of this Contract, including its use by the Department of State. If the Contractor uses a design, device, or materials covered by license, patent, or copyright, it is mutually agreed and understood that the Contract price, without exception, includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.
- f. The Contractor's work schedule shall be as directed by the Post Facility Manager. When not indicated otherwise work shall occur during one 8-hour shift per day, 5 days per week. Weekends and holidays shall be considered workdays provided access to the worksite is available, these specific workdays are needed to complete the work, and approval to work these specific days has been granted by the Post's Facility Manager. The proposed work schedule is subject to Post's Facility Manager (FM), General Services Officer (GSO) and/or the Management Officer's approval. The work schedule shall be determined prior to the scheduling of site visit activities at Post.



## **2. Codes and Regulations**

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

## **3. Authorization to Visit Site**

- a.** The Contractor is responsible for obtaining proper passports, visas, emergency medical evacuation insurance, Defense Base Act insurance and immunizations.
- b.** A “Notice to Proceed” cannot be issued for a site visit until the Contracting Officer has received verification / proof that the Contractor is covered by Defense Base Act (DBA) insurance for the site visit. No authorization to travel will be given if this information is not provided.
- c.** The following describes the minimum clearance requirements that must be met for BAS work performed at Post as part of this contract.
  - 1. Contractor personnel performing Contract requirements in General Work Areas (GWA) and Public Access Areas (PAA) do not require a clearance.
  - 2. Information for Un-cleared personnel must be submitted to the Post Resident Security Officer (RSO) for screening and approval prior to being granted access to Post.
- d.** The Contractor shall submit a Country Clearance Request (CCR) to the COR at least fifteen (15) business days prior to the Contractor’s departure for Post. Submission of the CCR information will result in official electronic Country Clearance (eCC) to Post and official certification of Contractor personnel security clearance levels to the Regional Security Office (RSO) of the Post to be visited. Subsequent changes in personnel or schedules will not be permitted unless specifically authorized by the COR. The Contractor shall not depart to Post without a Diplomatic Security (DS) verified Country Clearance.

## **4. Contractor and Personnel Qualifications**

- a.** The Contractor shall employ a competent On-Site Supervisor, satisfactory to the Government, to work at all times with the authority to act for the Contractor.
- b.** The Contractor shall utilize competent BAS engineers, technicians, programmers, etc. satisfactory to the Government, to perform the work and services required by the contract. BAS Engineers, technicians, programmers, etc. shall have a minimum of five (5) years of experience performing the type of work described within the Statement of Work.

1. The personnel engaged in providing PM Services for the DOS shall be trained and certified by the BAS Manufacturer on the Manufacturer's Product Line(s) being serviced by that employee. Certifications shall be current and maintained throughout the life of the contract.
  2. Biographical data (a resume), a list of recently completed projects demonstrating five (5) years of BAS experience and proof of training and certification from the BAS hardware and software manufacturer shall be submitted for personnel providing BAS PM Services under this statement of work. The manufacturer shall certify that installer has been trained on the proper installation of the manufacturer's BAS and is an approved installer.
  3. Personnel not trained and certified by the manufacturer of a BAS will not be permitted to work on that BAS. Exceptions to this requirement will be made on a case-by-case basis for older BAS that are no longer produced or supported by the Manufacturer or for which the Manufacturer no longer exists.
- c. The Contractor shall not change the proposed personnel without permission from the COR. The Contractor shall submit such a request in writing with justification for change to the COR.
  - d. The Contractor shall provide a means of transportation to bring personnel, supplies, tools and equipment to and from Post. The Contractor shall be responsible for providing this service. The costs shall be included in the Contractor's proposal.
  - e. The Contractor shall be responsible for providing all tools required to perform the work at Post. If the Contractor requires Post to provide tools or equipment, written permission shall be required in advance of the trip.
  - f. The Contractor shall always enforce strict discipline and good order among all persons utilized to work and shall not utilize any unfit persons not skilled in the tasks assigned to them.

## **5. Materials and Equipment**

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

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

#### **6. Contractor Use of Premises**

- a. The Contractor shall confine operations to the areas permitted under the Contract. Portions of the site beyond areas in which work is indicated are not to be disturbed. All persons shall report directly to the Facility Manager (FM) or General Services Officer (GSO) upon arrival and participate in a security briefing provided by the Regional Security Officer (RSO). The Contractor's personnel shall conform to Post's security rules and regulations affecting the work while engaged in the effort and regarding personal behavior. No cameras, computers, phones, or other electronic equipment will be permitted at Post without prior approval by the Regional Security Officer (RSO). The RSO will identify any other site restrictions to the Contractor.
- b. The Contractor shall always keep the site free from accumulation of waste materials or rubbish generated by the work. At the completion of the work, the Contractor shall remove all such waste materials and rubbish as well as tools, equipment, and surplus materials.
- c. The Contractor must adequately protect and work around equipment or other fixed items that cannot be moved out of the work area.
- d. The Contractor shall keep existing driveways and entrances serving the premises clear and available to Post personnel and the public at all times, and not unreasonably encumber the site with materials or equipment. Stockpiling of equipment and materials shall be confined in a construction trailer or other area approved by the Post Facility Manager. All public areas such as hallways, stairs, elevator lobbies, and toilets are to be kept free from accumulation of waste, rubbish, and debris.
- e. The Contractor shall take all precautions necessary to protect the building and its occupants during work at Post, and repair damages caused during execution of the work.

#### **L. DELIVERY, MAIL AND COURIER ADDRESSES**

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

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

YALIM ARAL (+90-552-917-7184)  
CUKURAMBAR MAHALLESİ  
1480 SK. NO: 1  
AMERIKAN BUYUKELCILİĞİ  
ANKARA

ALTERNATE POINTS OF CONTACT:

ALFREDO BITENG (+90-553-020-3950)  
HASAN OLGUN (+90-505-160-1804)

c. Address for Unclassified Mail sent to Post:

YALIM ARAL (+90-552-917-7184)  
CUKURAMBAR MAHALLESİ

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e. Address for Unclassified Mail sent to OBO/CSFM/FAC/PS “BAS Support”:

ANTHONY PELLEGRINO  
OBO/CSFM/FAC/PS - BAS SUPPORT  
U.S. DEPARTMENT OF STATE  
SA-6, ROOM 828  
WASHINGTON, DC 20522-0608

## M. GOVERNMENT’S RESPONSIBILITY

1. The Government will provide access to all identified areas for work.
2. The Government will provide to the Contractor the name and phone number of at least one person at Post with authority who can be contacted 24 hours a day.
3. Any escort responsibilities shall be arranged and provided by the Post Facility Manager at no expense to the Contractor.

END OF STATEMENT OF WORK

**Exhibit B**

**CONTRACTOR’S CERTIFICATION ON COMPLIANCE WITH  
NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)**

I..... , certify that  
*(First and Last name, type or print)*

I am the ..... , of  
*(Official Title, type or print)*

Company: .....  
*(Company Legal Name, Address, City, Postal Code, Country, type or print)*

.....  
.....

I completed enclosed representations and certifications related to NDAA Act accurately up to the best of my knowledge.

By signing this form, I certify that misleading or inaccurate information represents violation of False Claims Act and may result to immediate cancellation or termination of current or future contract with the U.S. Government.

*(Company Seal)*

*Signature*

*Date (MM/DD/YYYY)*

.....

**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.

*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.

(a) *Prohibition.*

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

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

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

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award

Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

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

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

represents that—

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

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

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

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

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

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

(End of provision)