

Embassy of the United States of America

Manila, Philippines

November 2, 2018

To: Prospective Quoters

Subject: RFQ No. 19RP3819Q0008, Water Treatment Services

Enclosed is a Request for Quotations (RFQ) for **Water Treatment Services.** If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The Embassy intends to conduct a **site visit** and hold a **pre-quotation conference**. All prospective offerors are invited to attend. It is scheduled on **November 9, 2018, 9:00 a.m.** at U.S. Embassy, GSO Building, Seafront Compound, Pasay City. Please submit the names and vehicle details at least 2 days before the scheduled date for the access pass.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the Contracting Officer at U.S. Embassy, Seafront Compound, Pasay City on or before 4:00 p.m. on November 16, 2018. No quotations will be accepted after this time. Electronic submissions will not be accepted.

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

- 1. SF-1449
- 2. Section 1, Pricing
- 3. Section 5, Representations and Certifications
- 4. Additional Information as required in Section 3

Sincerely

Oliver W. Gaines

Contracting Officer W

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PAGE 1 OF PR7794160 48							
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TABLE OF CONTENTS

Section 1 - The Schedule

- SF1449 cover sheet
- Continuation To SF-1449, RFQ Number 19RP3819Q0008, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19RP3819Q0008, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER 19RP3819Q0008 PRICES, <u>BLOCK 23</u>

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is for the Contractor to provide all labor, materials, tools, supplies, equipment, transportation and supervision, unless otherwise indicated, in performing water treatment services for the chillers, air handling units, fan coil units and cooling towers, located at the Chancery and Seafront Compounds. (including the NOX1, NOX2 and NOX3 Buildings), American Embassy Manila, in accordance with the description/ specifications and work statement in Attachment 1. The Contractor shall also provide services in maintaining potability of the drinking water system for the Chancery and Seafront Compounds.
- B. The contract will be for a one-year period from the date of the contract award, with three (3) one-year options to renew.

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) customer complaint is received per month.

- 1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 2. STANDARD. The performance standard is that the Government receives no more than one (1) [Note to Contracting Officer: Insert other number if desired] 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 (May 2001), if any of the services exceed the standard.

3. PROCEDURES.

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

II. PRICING

A. BASE YEAR

The firm-fixed price for the base period of the contract (starting on the date stated in the Notice of Award and continuing for a period of 12 months) to perform all work described in the contract is:

	DESCRIPTION	Monthly Cost	Annual Cost
1	MONTHLY SERVICES	P	₽
2	ANNUAL DE-SCALING/ FLUSHING		-
	COST (to be performed once a year)	N L.	P
	TOTAL ANNUAL COST		₽

B. FIRST OPTION YEAR

The firm-fixed price to perform all work described in the contract is:

	DESCRIPTION	Monthly Cost	Annual Cost
1	MONTHLY SERVICES	P	₽
2	ANNUAL DE-SCALING/ FLUSHING		
	COST (to be performed once a year)	~ ~ ~	₽
	TOTAL ANNUAL COST		₽

C. SECOND OPTION YEAR

The firm-fixed price to perform all work described in the contract is:

	DESCRIPTION	Monthly Cost	Annual Cost
1	MONTHLY SERVICES	₽	₽
2	ANNUAL DE-SCALING/ FLUSHING		n
L	COST (to be performed once a year)		<u>₽</u>
	TOTAL ANNUAL COST		P

D. THIRD OPTION YEAR

The firm-fixed price to perform all work described in the contract is:

	DESCRIPTION	Monthly Cost	Annual Cost
1	MONTHLY SERVICES	₽	P
2	ANNUAL DE-SCALING/ FLUSHING		T)
	COST (to be performed once a year)		P
	TOTAL ANNUAL COST		₽

E. 9	<u>GRAND TOTAL.</u>	The gr	and total	for the b	base + thi	ree (3)	one-year	options	is
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Base Year Total	<u>P</u>
First Option Year Total	₽
Second Option Year Total	<u>p</u>
Third Option Year Total	₽
GRAND TOTAL (A+B+C+D)	<u>₽</u>

III. VALUE ADDED TAX

The U.S. Government is exempt from payment of taxes as a qualifying entity under Section 3 (b)(3) of Revenue Regulations No. 6-97 dated January 2, 1997. In accordance with this regulation, all sales made by contractors or suppliers to the U.S. Government are subject to zero percent (0%) rate and are, therefore, not subject to the Value Added Tax.

ATTACHMENT 1 DESCRIPTION/ SPECIFICATION/ WORK STATEMENT

(15 pages)

RFQ No. 19RP3819Q0008 WATER TREATMENT SERVICES **8** | P a g e

ATTACHMENT 1 DESCRIPTION/ SPECIFICATION/ WORK STATEMENT

A. SCOPE OF WORK

A.1. General

The American Embassy Manila requires a contractor to perform a complete, supervised, water treatment and management program for the chilled water loop and cooling towers at the Chancery, Seafront Compound and CMR: The water treatment shall be performed on every single closed loop for chilled water and for cooling towers.

CHANCERY COMPOUND

1. POWERPLANT Sampling point shall be on the Chiller & Cooling Tower

(Serving Chancery & NOX 2) Chilled water loop -Total volume of 10,000 Gallons - 1 No. Cooling Tower loop - Total volume 2,000 Gallons - 1 No.

Chilled water loop – Total volume of 3,696 Gallons (14 CUM) - 1 No.

2. NOX 1 Sampling point shall be on the Chiller

Chilled water loop - Total volume of 2,641.72 Gallons (10 CUM) -1 No.

SEAFRONT COMPOUND

1. TOWNHOUSE Sampling point shall be on the Chiller

Chilled water loop – Total volume of 4,000 Gallons – 1 No.

2. NOX3 (VA/OPC) Sampling point shall be on the Chiller :

Chilled water loop – Total volume of 1,981,29 Gallons (7.5 CUM) – 1 No.

3. CLO/AMERIKIDS/ Sampling point shall be on the Chiller

> MED Bldg. Chilled water loop – Total volume of 4,000 Gallons – 1 No.

4. GPS bldg. Sampling point shall be on the Chiller

Chilled water loop - Total volume of 1,188.77 Gallons (4.5 CUM) - 1 No.

5. GSO bldg. Sampling point shall be on the Chiller

Chilled water loop - Total volume of 264.17 Gallons (1.0 CUM) - 1 No.

18 JACARANDA SOUTH FORBES

1. Chief of Mission Residence Sampling point shall be on the Chiller

Chilled water loop – Total volume of 264.17 Gallons (1.0 CUM) – 1 No.

The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract.

A.2. Definitions

"Contracting Officer" means a person appointed with the authority to enter in and administer contracts on behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

ATTACHMENT 1 - water treatment services

"Government" means the Government of the United States of America.

"Material Safety Data Sheet (MSDS)" means a sheet containing the information on hazardous ingredients in a chemical product and provide guidance on safety precautions.

A.3.Working Hours

All work shall be performed during Mondays to Fridays, 7:30 a.m. to 4:30 p.m. excluding U.S. and Philippine holidays as listed under Section 2, DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave. If the Contractor desires to work outside of the regular hours, the Contractor shall submit a request to the Contracting Officer's Representative (COR) five (5) days prior to the start of the work. Notice must be given (5) calendar days in advance to enable the COR to make the necessary arrangements for access clearance. Changes in work hours will not be a cause for a price increase.

A.4. Service Personnel

The Contractor shall provide an adequate number of qualified personnel capable of providing the services specified under this contract. All personnel assigned under this contract must possess the skills and experience necessary in accomplishing their individual tasks. All personnel must have a 2-year experience in providing water treatment services and have sufficient ability in reading, speaking and understanding the English Language to carry out instructions. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes.

A.5. Work Requirements

- (1) RESERVED
- (2) The Contractor shall conduct weekly water analysis and monitor proper dosage of chemicals to control or eliminate build-up of scales, corrosion, mineral deposits, fungi, bacteria, microbes, algae and other impurities present in the system, except for iron and silica which will be done twice a month. The chemical composition should be an excellent corrosion/scale inhibitor or ferrous metals and other type of metals. It is the contractor's responsibility to ensure the safe handling, application, and removal of any chemicals used under the contract. The Contractor shall only use chemicals that are approved by the Post Occupational Safety and Health Officer (POSHO). The Material Safety Data Sheet(s) (MSDS) of the approved chemicals will form part of this contract as Exhibit C.
- (3) Standard Parameters to be maintained shall be in accordance with the RECOMMENDED WATER CONTROL PARAMATERS provided in the table below. The Contractor shall provide all chemicals and equipment, including any increase/change in chemical or installation of additional equipment and water analysis required to maintain the water within control parameters at no additional cost to the Government.

	STANDAR	RD VALUES (OF THE WATER	QUALITY			
ITEMS	COOLING	WATER	CHILLED '	WATER	TENDENCY		
	CIRCULATING	MAKE-UP WATER	CIRCULATING	MAKE-UP WATER	CORROSION	SCALE	
pH (25° C/ 77°	7.0 - 8.5	7.6 - 8.5	7.0 - 8.5	7.6 - 8.5	V	V	
Electrical Conductivity 27° C u s/cm	800 or less	163.3 or less	500 or less	163.3 or less	V	ν	
M Alkalinity (PPM)	100 or less	65.9 or less	100 or less	65.9 or less	V	V	
Total Hardness(ppm)	200 or less	43.676 or less	100 or less	43.676 or less		V	
Chlorine ion (ppm)	200 or less	4.2 or less	100 or less	4.2 or less	ν		
Total iron (ppm)	1.0 or less	0.02	1.0 or less	0.02	V	V	
Silica (ppm)	50 or less	12 or less	50 or less	12 or less		ν	

(4) Treatment for Closed Loop Water System

Chemical treatment shall consist of a liquid based nitrate/molybdate corrosion/scale inhibitor for the protection of the system. The closed loop inhibitor shall not contain chromate hydrazine or other carcinogenic materials. This treatment product shall be applied at sufficient concentration to achieve acceptable corrosion/scale control on all metal materials found in the system. An anti-microbial compound shall be added to the system to control microbial growth at least once per year or depending on the condition and requirement of the system. The chemical treatment products shall be administered by means of a shot feeder properly sized for the application.

NOTE: Contractor shall add anti-microbial product to the system once a year. Maintain conductivity below 500. Add nitrite/molybdate with copper inhibitor - dispersant of 200-400 ppm as nitrite. The Contractor shall monitor conductivity and molybdate inhibitor. The contractor shall determine the volume of water in the closed loop water system.

(5) Condenser Water Treatment

Chemical treatment shall consist of a liquid nitrite or molybdate/phosphonate inhibitor dispersant for protection of the system. As a means of controlling algae, slime, fungus and bacterial growth in the cooling tower, a broad spectrum compound containing sodium hypochlorite or bromine shall be added and shall be effective within the specified working parameters of the cooling system. A non-oxidizing disinfectant like isothiazolin shall be added to the system every other week to control growth of bacteria. The Contractor shall ensure the application of only the proper amount of biocide needed for the effective control of microbiological growth and avoid environmentally and equipment objectionable dosage.

Maintain pH between 7.0 and 8.5. The Contractor shall keep the conductivity within acceptable standard below 800. The Contractor shall add nitrite or molybdate/phosphonate inhibitor-dispersant at a concentration of about 1.5 mg/L or at a concentration enough to control copper corrosion and scaling. The Contractor shall add a bromine compound bleach or a bromine compound to 0.2-0.5 ppm free halogen for no more than one (1) hour three times a week. To control the growth of bacteria, the Contractor shall add a non-oxidizing disinfectant like isothiazolin to 150mg/l every other week. The Contractor shall monitor conductivity, molybdate inhibitor and bacteria (no growth). The contractor shall determine the volume of water in the condenser and cooling tower. Source of Makeup water is Maynilad.

To ensure best results, proposed Project Engineer shall be knowledgeable in overseeing a condenser treatment program and shall be thoroughly familiar with the USG-approved / supplied chemicals to be used, dosage, method of administration and resolution of system problems.

(6) Water Analysis Report

The Contractor shall submit weekly reports for Cooling Tower and Chilled Water in Chancery and Seafront to the COR detailing the findings of the water analyses and any recommendations or recommended course of action. The information contained in the report shall include relevant information pertaining to the condition of the chiller and cooling tower, but not limited to the percentage load and corresponding condenser/ evaporator approach, condenser/ evaporator pressure and temperature, condenser/ evaporator supply and return water temperature.

(7) Mechanical Cleaning

When the system has accumulated substantial quantity of undissolved, suspended solids and contaminants enough to affect the system performance and efficiency and if this cannot be removed by other means other than requiring shutdown of the unit, the Contractor may request the COR for a shutdown schedule to have these mechanically removed. The Contractor shall submit the request one (1) week prior to the proposed schedule. All consumables required shall be provided by the US Government.

(8) Water Treatment Program

The Contractor shall provide a detailed Water Treatment Program that would achieve high cooling efficiency of the system. Application and dosage should be adjusted depending on present conditions. The Contractor shall submit the Water Treatment Programs for Cooling Tower and Chilled Water to the Contracting Officer's Representative (COR) within thirty (30) days from contract award for approval. After approval, the Contractor shall be responsible for the management of the Water Treatment Program. This includes the planning and programming of all services included as part of the work requirements, performance of these services and quality control.

(9) Housekeeping

The Contractor shall practice good housekeeping and safety around its area of operations. This pertains to the storage, application, transfer and handling of the chemicals and also for the proper maintenance of the equipment.

(10) Chiller Hours of Operation

The chillers in chancery are alternately operating 24 hours and 16 hours a day, seven days a week. While chillers from the Seafront are operating an average of 12 hours a day except for the townhouse which operating 24 hours a day seven days a week. The Contractor shall account for these hours of operation in the preparation of the schedule of the Water Treatment Program.

(11) Description/Specification of Cooling Towers, Chillers and Operational Data

CHANCERY COMPOUND

SYSTEM	CHANCERY COMPOUND					
SISIEM	POWERPLANT serving Chancery, & NOX 2	NOX 1 BUILDING				
Cooling tower	No. of Cooling Tower: 3 Manufacturer: BAC Cooling Tower Model No.: JE-3458 Nominal Capacity: 53.0 L/S water from 35C – 29.4C at 27.8 C AET (W.B.) Age and Length of Service: 2 units - 4 years; 1 unit - 2 years System: Open Recirculation flow rate per second (L/S): 53 (840GPM) Tower Operating Hours: 24/16 hours alternate Tower Operating Days per year: 365 days Cooling Tower Materials (Make): stainless Cooling Tower Configuration: parallel with equalization line Circulating pump: two (2) Equipment cooled: two (2) condensers Capacity: 280 tons per unit Condenser water temperature in: 94.4 deg. F Condenser water temperature out: 85 deg. F Condenser water temperature difference: 9.4 deg F Evaporator factor: 0.0005 Materials (tube): copper	No. of Cooling Tower: 0				
Chiller	No. of Chiller: 3	No. of Chiller: 2				

	CHILLERS 1&2: McQuay Centrifugal Chiller Model: PEH063MAQ29R/E2612-QE -3* A/2212-SNYY	Multistack Chiller Model: ASP30A CHILLER 1 capacity: 300TR CHILLER 2 capacity: 270TR
	-2* AYYY/134-CCBC Capacity: 280TR (560 GPM)	Approx. System Volume: 10m³ Chemical Pot Feeder Available: Yes
;	York Centrifugal Chiller Model: YKF4FQQ6-EKGS Capacity: 350TR (560 GPM)	Source of Make-up Water: Water filtered thru Culligan depth filter, carbon filter and UV
	Chilled Water In: 54°F Chilled Water Out: 42°F	
	Approx. System Volume for Chillers #1, 2 & 3: 37.50m³ Source of Make-up Water: Water filtered thru Culligan depth	
Air Handling Units (AHUs)	filter, carbon filter and UV No. of AHUs: 16 Breakdown: - 6 AHUs at Chancery bldg.	No. of AHUs: 14
	AHU #1: 20TR AHU #2: 27TR AHU #3: 13.5TR	AHU #1A: 37TR AHU #1B: 37TR AHU #2A: 37TR AHU #2B: 37TR
	AHU #4: 20TR AHU #5: 41TR AHU #7: 43TR	AHU #3A: 37TR AHU #3B: 31TR AHU #4A: 34TR
	- 9 AHUs at NOX2 bldg. AHU #1A: 40TR AHU #1B: 20TR AHU #2A: 35TR	AHU #4B: 45TR AHU #5: 29TR AHU #6: 23TR AHU #7: 74TR
	AHU #2B: 45TR AHU #3A: 35TR AHU #3B: 45TR	AHU #8: 68TR AHU #9: 63TR AHU #10: 15TR
	AHU #4: 60TR AHU #5: 50TR AHU #6: 35TR - 1 AHU at MSGQ bldg.	
Fan Coil Units (FCUs)	AHU #1: 50TR No. of FCUs: 8 8 FCUs at NOX2 bldg 5TR each	No. of FCUs: 14 14 FCUs at NOX1 Bldg 5TR each

SEAFRONT COMPOUND

	SEAFRONT COMPOUND			
SYSTEM	NOX 3 BUILDING	TOWNHOUSE & CLO/AMERIKIDS / MED	GPS BUILDING	GSO BUILDING
Cooling Tower	No. of Cooling Tower: 0	No. of Cooling Tower: 0	No. of Cooling Tower: 0	No. of Cooling Tower: 0
Chiller	No. of Chiller: 1	No. of Chiller: 3	No. of Chiller: 1	No. of Chiller: 1
	Multistack Chiller Model: ASP30A Capacity: 339.1TR	CHILLER 1 (Townhouse): Carrier Chiller Model: 30GT-130-	Multistack Chiller Model: ASP30A Capacity: 180TR	Multistack Chiller Model: ASP30A Capacity: 60TR
	Approx. System Volume: 7.5m ³	610 Capacity: 115TR	Approx. System Volume: 4.5m ³	Approx. System Volume: 1 m ³
	Chemical Pot Feeder Available: Yes Source of Make-up Water: Seafront	CHILLER 2 (Townhouse): Multistack Chiller Model: ASP30A, 4 modules	Source of Make-up Water: Seafront water filtration system	Source of Make-up Water: Seafront water filtration system
	water filtration system	Capacity: 120TR Approx. System Volume of Chillers 1 & 2: 5m ³		
		CHILLER 3 (CLO/ Amerikids/ MED): Trane Chiller Model: CGAM 020A 2K02 Capacity: 20TR		
		Approx. System Volume of Chiller 3: 1 m ³		
		Source of Make-up Water: Seafront water filtration system		
Air Handling Units (AHUs)	No. of AHUs: 9	No. of AHUs: 2	No. of AHUs: 3	No. of AHUs: 1
()	AHU #1A: 25TR AHU #1B: 35TR AHU #1C: 31TR AHU #1D: 50TR AHU #2A: 26TR AHU #2B: 31TR AHU #3A: 33TR	2 AHUs at Chiller 3: AHU – CLO: 10TR AHU – MED: 15TR	AHU #1: 55TR AHU #2: 52TR AHU #3: 22TR	AHU #1: 30TR
	AHU #3B: 32TR AHU #3C: 83TR			

Fan Coil Units	No. of FCUs: 6	No. of FCUs: 24	No. of FCUs: 0	No. of FCUs: 2
(FCUs)	1			
	3 FCUs – 5TR each	24 FCUs at Chillers		2 FCUs – 3TR each
	2 FCUs - 3TR each	1 & 2 – 6TR each		
	1 FCU – 2TR each			

18 JACARANDA, SOUTH FORBES, CMR

SYSTEM	18 JACARANDA, SOUTH FORBES
515144	,CMR
Cooling Tower	No. of Cooling Tower: 0
Chiller	No. of Chiller: 1
	Multistack Chiller
	Model: ASP30A
	Capacity: 60TR
	Approx. System Volume: 1 m ³
	Source of Make-up Water: City Water
	No. of AHUs: 6
	AHU#1: 7.5TR
Air Handling Units	AHU#2: 5TR
(AHUs)	AHU#3: 7.5TR
	AHU#4: 3TR
	AHU#5: 3TR
	AHU#6: 3TR
	No. of FCUs: 12
Fan Coil Units	7 FCUs – 2TR each
(FCUs)	4 FCUs – 1.5TR each
	1 FCUs – 5 TR each

(12) Record Keeping Requirements

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

- a) All inspection reports completed by the COR. This form shall be used to document the performance of all work by the Contractor.
- b) Contractor's Service Report Forms, documenting arrival and departure time of the

Contractor's representative performing the service, and all information on actions taken on each equipment.

c) Documentation of any complaints from Mission personnel or unusual incidents that may have taken place during the visit to the site.

(13) RESERVED

A.6. Superintendence by Contractor

(1) <u>Project Engineer</u>. The Contractor shall designate a Project Engineer who will manage the total work effort associated with the services required herein to assure full conformance and timely completion of the services. Proposed Project Engineer shall be knowledgeable in overseeing a water treatment program and shall be thoroughly familiar with the USG-approved /supplied chemicals to be used, dosage, method of administration and resolution of system problems. Included in this function will be a full range of management duties including, but not limited to safety, quality control, planning, scheduling, cost accounting, report preparation, establishing and maintaining records and inventories. Contractor's designated Project Engineer must be capable of speaking and writing Level IV English. The Project Engineer shall meet as necessary with the COR to discuss immediate problem areas. Should contractual interpretation arise, the potential resolution will be brought to the attention of the Contracting Officer and the Contractor.

A.7. Deliverables

The following items shall be delivered under this contract:

SUBMITTALS	DELIVERY DATE	DELIVER TO
Detailed Water Treatment Program	30 days after award	COR
2. Safety Plan	30 days after award	COR

A.8. Notice to Proceed

- (a) Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section 1 A.11 of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed prior to receipt and acceptance of any bonds or evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

A.9. Excusable Delays

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5) fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (10) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

A.10. Post Award Conference

A post award conference will be held 10 days after contract award at the GSO Building, Seafront Compound to discuss the schedule, submittals, notice to proceed, and other important issues that effect the progress under this contract. Separate correspondence will follow regarding the schedule.

A.11. Certificate of Insurance

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

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

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

1. Bodily Injury on or off site stated in Philippine Peso:

Per Occurrence Cumulative ₽ 100,000.00

2. Property Damage on or off site in Philippine Peso:

Per Occurrence $\stackrel{\text{P}}{=} 100,000.00$ Cumulative $\stackrel{\text{P}}{=} 50,000.00$

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

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

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

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.

A.12. Laws and Regulations

a) Compliance Required

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

b) Labor, Health and Safety Laws and Customs

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

A.13. Responsibility of Contractor

a) Damage to Persons or Property

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

b) Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed.

A.14. Safety

a) Accident Provision

(1) GENERAL

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

- 1.a) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- 1.b) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(2) RECORDS

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

(3) SUBCONTRACTS

The Contractor shall be responsible for its subcontractors' compliance with this clause.

(4) WRITTEN PROGRAM

Before commencing the work, the Contractor shall--

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

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

(6) SAFETY REQUIREMENTS

The Contractor shall provide all employees with and require the use of safety equipment, personal protective equipment and devices necessary to protect the employee, such as safety shoes, hand gloves, helmets, gas mask and goggles. All on the job accidents shall be reported immediately to the COR, however, it shall be the responsibility of the Contractor to ensure that medical attention is provided to the injured Contractor employee. The Contractor shall develop and implement a safety plan to prevent accidents and preserve the life and health of both the Contractor and Embassy personnel performing or in any way coming in contact with the performance of this contract. The safety plan shall be submitted to the COR within thirty (30) days from contract award.

(7) PERSONNEL HEALTH REQUIREMENTS

All employees must be in good general health without physical defects or abnormalities, which would interfere with the performance of their duties. They shall be free from communicable disease. The Government reserves the right to request the Contractor to provide proof of physical examination performed by a licensed physician on the Contractor's employee(s) assigned for the performance of the services under this contract prior to the employee's assignment to duty and annually thereafter.

A.15. Contractor Personnel

1. Removal of Personnel

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

2. Maintenance Personnel Security

- (a) The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, completed RSO biographic data forms 3 pcs. each 2"x2" colored ID picture, local police clearance, barangay clearance and original copy NBI clearance (not more than six months old) on all Contractor personnel who shall be used on this contract prior to their utilization. This information shall be submitted ten (10) calendar days after contract award, or for replacement or new personnel, thirty (30) calendar days prior to their proposed utilization under the contract.
- (b) The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. 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.

3. Standards of Conduct

(a) General.

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

(b) Uniforms and Personal Equipment.

The contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The contractor shall provide for each employee and supervisor, uniforms and personal equipment as detailed in Exhibit B – Contractor Furnished Materials. The contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

- (c) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- (d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient Government operations.
- (e) <u>Intoxicants and Narcotics</u>. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

- (f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.
- (g) <u>Key Control</u>. The contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the contractor or its agents have duplicated a key without permission of the COR, the contractor shall remove the individual(s) responsible from performing work under the contract. If the contractor has lost any such keys, the contractor shall immediately notify the COR. In either event, the contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.
- (h) <u>Smoking</u>. Smoking is strictly prohibited at the work site. Smoking is allowed only at the designated smoking area.

END

ATTACHMENT 2 Contractor Furnished Equipment/ Materials

The Contractor shall provide all materials, supplies and clothing required to perform as specified in the contract. Such items include, but are not limited to uniforms, personnel equipment, tools and any other operational or administrative items required for performance of the duties and requirement of this contract. The quantities indicated are minimums only and if necessary the contractor is solely responsible for replacement more frequently, with no increase or change in contract prices. The U.S. Government shall not be liable for any expense related to Contractor furnished equipment/materials.

- 1. Circulating pump -1set
- 2. Pressure washer -1 set
- 3. Multi-tester -1pc
- 4. Ammeter -1pc
- 5. Set of Pliers -1
- 6. Set of Pipe wrench -1 set
- 7. PH meter/testing device -1set
- 8. Set of Open/box wrench -1set
- 9. Set of screw drivers -1set
- 10. Scrapers -3 pcs
- 11. Steel Brush- 2 pcs
- 12. Coil cleaner as 3 gallons
- 13. All-purpose detergent 150 grams
- 14. Paint Brush 4"- 2 pcs
- 15. Paint Brush 2"- 2 pcs
- 16. Nitrogen gas- 20 kilo
- 17. Hand Cleaner- 200 ml
- 18. Contact Cleaner- 1 can
- 19. Rags/wipes- 1 kilo
- 20. Grease- 100 grams
- 21. System Flusher- 2 liters.
- 22. Water conditioner (anti-scale and algae) 500 ml

ATTACHMENT 3 Government Furnished Property/ Equipment

The contractor has the option to reject any or all Government furnished property or items **GOVERNMENT FURNISHED PROPERTY**. However, if rejected, the contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government.

Chemicals and consumables:

- 1. Electricity unlimited
- 2. Water unlimited

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (JAN 2017), is incorporated by reference (see SF-1449, Block 27A)

NONE

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Aug 2018)

- (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

RFQ No. 19RP3819Q0008 WATER TREATMENT SERVICES 11 | P a g e

$_{\sim}$ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (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 (Oct 2015) (31 U.S.C. 6101 note).
(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
(10) [Reserved]
(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
(ii) Alternate I (Nov 2011) of 52.219-3.
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(ii) Alternate I (Jan 2011) of 52.219-4.
(13) [Reserved]
(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
(ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).
${644}$). (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C.
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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 (Nov 2016) of 52.219-9.
(v) Alternate IV (Aug 2018) of 52.219-9.
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (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 (Nov 2011) (15 U.S.C. 657f).
(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).
(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
$\sqrt{}$ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
(ii) Alternate I (Feb 1999) of 52.222-26.
(29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
(ii) Alternate I (July 2014) of 52.222-35.
$\underline{\text{U.S.C. 793}}$. (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29

(ii) Alternate I (July 2014) of 52.222-36.
(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
$\sqrt{}$ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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.)
(35) (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.)
(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
$\underline{\hspace{0.3cm}}$ (38) (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.
(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-14.
(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
$\underline{\hspace{0.5cm}}$ (41) (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.
$\sqrt{}$ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
(44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
(45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(ii) Alternate I (Jan 2017) of 52.224-3.
(46) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83).
(47) (i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(ii) Alternate I (May 2014) of 52.225-3.
(iii) Alternate II (May 2014) of 52.225-3.
(iv) Alternate III (May 2014) of 52.225-3.
(48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
$_$ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(50) 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).
$\underline{\qquad}$ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
$\sqrt{\ }$ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
$_{\sim}$ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
(56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
(60) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of 52.247-64.
(iii) Alternate II (Feb 2006) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.)
(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
— (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).
(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (May 2014) (41 U.S.C. chapter 67).
(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

- (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

RFQ No. 19RP3819Q0008 WATER TREATMENT SERVICES 17 | Page

- (iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (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 (Mar 2015) (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 E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (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. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-

idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	Workers' Compensation Insurance and War Hazard Insurance Overseas
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)

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

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

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an original and three (3) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

-	 c) Contractor Remittance Address. or's address stated on the cover page 		* -
	is shown below:	or and contract, amess a se	parate remittance
	(En	nd of clause)	

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

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

New Year's Day (U.S./PHL) M. L. King Jr. Day (U.S.) U.S. President's Day (U.S.) Maundy Thursday (PHL) Good Friday (PHL) January 1 3rd Monday of January 3rd Monday of February Movable Date Movable Date

RFQ No. 19RP3819Q0008 WATER TREATMENT SERVICES 22 | P a g e Araw ng Kagitingan (PHL) Philippine Labor Day (PHL) U.S. Memorial Day (U.S.)

Philippine Independence Day (PHL)

U.S. Independence Day (U.S.)

Eid'l Fitr (PHL)

Ninoy Aquino Day (PHL) National Heroes Day (PHL)

U.S. Labor Day (U.S.) Columbus Day (U.S.) All Saints' Day (PHL) U.S. Veterans Day (U.S.)

U.S. Thanksgiving Day (U.S.)

Bonifacio Day (PHL) Christmas Day (U.S./PHL)

Rizal Day (PHL)

Last Day of the Year (PHL)

April 9 May 1

Last Monday of May

June 12 July 4 TBA August 21

Last Monday of August 1st Monday of September 2nd Monday of October

November 1 November 11

4th Thursday of November

November 30 December 25 December 30 December 31

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

- (b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

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

(End of clause)

652.242-70 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 the Design Engineer.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

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

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

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

(End of clause)

RFQ No. 19RP3819Q0008 WATER TREATMENT SERVICES 24 | P a g e

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (AUG 2018), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

- A. <u>Summary of Instructions</u>. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - 1) Resumé of a Project Manager (or other liaison to the U.S. Embassy) who understands written and spoken English;
 - 2) All personnel must have at least two (2) years experience in providing water treatment services;
 - 3) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - 4) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references to include:
 - a. Customer's name, address, current telephone and fax numbers, e-mail addresses, name of customer's lead contact and technical personnel;
 - b. Date of the contract award, place(s) of performance, completion dates and contract peso value;
 - c. Brief description of the work, including responsibilities; and
 - d. Any litigation currently in process or occurring within the last three (3) years.
 - 5) Evidence that the offeror/quoter can provide the necessary supplies, equipment, tools, personnel and financial resources needed to perform the work to include, but not limited to:

- a. Financial Statements describing your financial condition and capability, including the audited balance sheets, income statements and cash flow statements for the past three (3) years;
- b. Certification of credit lines with banks/ financial institutions, suppliers, etc;
- c. List of proposed personnel including their qualifications and experiences. All personnel must have at least two (2) years experience in providing water treatment services;
- d. List of tools, equipment and chemicals to be used.
- 6) Material Safety Data Sheet (s) of each chemical to be used under the contract.
- 7) Evidence that the offeror has all licenses and permits required by local law to include, but not be limited to, DTI/ SEC registration, Mayor's Permit, Business Permit, etc.

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

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

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

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

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

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN–REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on **November 9, 2018, 9:00 a.m.**, at the American Embassy Manila, Seafront Compound, Roxas Boulevard, Pasay City.

Prospective offerors/quoters should submit the names and vehicle details at least 2 days before the scheduled date for the access pass.

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

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial

practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
 - (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Amy Vrampas, at (632)301-2000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

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

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 – REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications-Commercial Items (Aug 2018)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at http://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision--

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

Sensitive technology—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

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

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

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in

the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs
(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.
(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [_] is, [_] is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [_] is, [_] is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [_] is, [_] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.	
(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—	
(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and	
(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.	
(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [_] is, a women-owned business concern.	
(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:	
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that	
(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and	

(ii) It [] is, [] is not a HUBZone joint venture that complies with the

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

employees of the offeror to whom payments of reasonable compensation were made.

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component

test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

- (1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
 - (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."
 - (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessa	[v]			
ti ti A n p c	nose listed in paragraph (gnis solicitation entitled "Buct." The offeror shall list nanufactured in the United roducts, <i>i.e.</i> , an end products omponent test in paragraph	ose supplies that are foreign end products (other than)(1)(ii) or this provision) as defined in the clause of my American—Free Trade Agreements—Israeli Trad as other foreign end products those end products a States that do not qualify as domestic end ct that is not a COTS item and does not meet the h (2) of the definition of "domestic end product."		
Other Foreign E	nd Products:			
LINE ITEM NO	Э.	COUNTRY OF ORIGIN		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
[List as necessar	y]			
	v) The Government will e rocedures of FAR Part 25.	valuate offers in accordance with the policies and		
Alternate	I to the clause at FAR 52	reements—Israeli Trade Act Certificate, Alternate I225-3 is included in this solicitation, substitute the paragraph (g)(1)(ii) of the basic provision:		
	(g)(1)(ii) The offeror certifies that the following supplies are Canadian enoproducts as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":			
	Canadian End Products:			
Line Item No.:				
	[List as necessary]			
Alternate	g paragraph (g)(1)(ii) for p (g)(1)(ii) The offero products as defined American—Free Transcontinuous Canadian End Products	.225-3 is included in this solicitation, substitute the paragraph (g)(1)(ii) of the basic provision: or certifies that the following supplies are Canadian e in the clause of this solicitation entitled "Buy ade Agreements—Israeli Trade Act":		

RFQ No. 19RP3819Q0008 WATER TREATMENT SERVICES 38 | P a g e (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

A 1'		Y 5.	T 1	D 1
Canadian	Ωr	[craeli	Hind	Productes
Canadian	O1	131 aCH	\perp III	IIOUUCIS.

Line Item No.:	Country of Origin:

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

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

Line Item No.:	Country of Origin:

[List as necessary]

- (5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
 - (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
 - (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
[List as necessary]	
procedures of FAR Part 25. For ling Government will evaluate offers of without regard to the restrictions of will consider for award only offer products unless the Contracting O	e offers in accordance with the policies and ne items covered by the WTO GPA, the of U.Smade or designated country end products of the Buy American statute. The Government is of U.Smade or designated country end fficer determines that there are no offers for r such products are insufficient to fulfill the
(h) Certification Regarding Responsibility Matter contract value is expected to exceed the simplifien the best of its knowledge and belief, that the offer	d acquisition threshold.) The offeror certifies, to
(1) [_] Are, [_] are not presently debarred declared ineligible for the award of contra	, suspended, proposed for debarment, or acts by any Federal agency;
of or had a civil judgment rendered against offense in connection with obtaining, attended or local government contract or subcontract relating to the submission of offers; or contract or subcontract o	ords, making false statements, tax evasion,
(3) [] Are, [] are not presently indicted to by a Government entity with, commission paragraph (h)(2) of this clause; and	for, or otherwise criminally or civilly charged of any of these offenses enumerated in
(4) [] Have, [] have not, within a three-yof any delinquent Federal taxes in an amoremains unsatisfied.	year period preceding this offer, been notified unt that exceeds \$3,500 for which the liability

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

RFQ No. 19RP3819Q0008 WATER TREATMENT SERVICES 40 | P a g e (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

origin ir	cification. [If the Contracting Officer has identified end products and countries of n paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) o(ii) by checking the appropriate block.]	
J	[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.	
] ; ;	[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.	
(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicat whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—		
products	In the United States (Check this box if the total anticipated price of offered end s manufactured in the United States exceeds the total anticipated price of offered ducts manufactured outside the United States); or	
(2) [] (Outside the United States.	
Standards. (Cer constitutes its c	regarding exemptions from the application of the Service Contract Labor tification by the offeror as to its compliance with respect to the contract also ertification as to compliance by its subcontractor if it subcontracts out the exempt contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2)	
(1) [_] Maintenance, calibration, or repair of certain equipment as described in FA 22.1003-4(c)(1). The offeror [_] does [_] does not certify that—		
f s	(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;	
C	(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and	
	(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these	

employees and equivalent employees servicing the same equipment of commercial customers.

- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—
 - (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
 - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
 - (1) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
[_] TIN:
[_] TIN has been applied for.
[_] TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
Sole proprietorship;
[] Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
[_] Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent:
Name and TIN of common parent:
Name
TIN
estricted business operations in Sudan. By submission of its offer, the offeror certifies that feror does not conduct any restricted business operations in Sudan.

(m) Re the off

(n) Prohibition on Contracting with Inverted Domestic Corporations—

- (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (2) Representation. The offeror represents that—
 - (i) It [] is, [] is not an inverted domestic corporation; and
 - (ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
 - (1) The offeror shall email questions concerning sensitive technology to the Department of State at <u>CISADA106@state.gov</u>.
 - (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
 - (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
 - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

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

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

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
 - (1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—
 - (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 - (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

	(2) The Offeror represents that	
	(i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and	
	(ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.	
	(r) <i>Predecessor of Offeror</i> . (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)	
(1) The Offeror represents that it [] is or [] is not a successor to a predecessor that he Federal contract or grant within the last three years.(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within last three years (if more than one predecessor, list in reverse chronological order):		
	Predecessor legal name: (Do not use a "doing business as" name).	
	(s) Reserved.	
	(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).	
(1) This representation shall be completed if the Offeror received \$7.5 million or months contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal year.		
(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and		
	(i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.	
	(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage	

- (iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)

- (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)