# Date: April 15, 2018

# CONSULATE GENERAL OF THE UNITED STATES OF AMERICA Jeddah, Saudi Arabia

To: Prospective Offerors

Subject: Solicitation No. 19SA4018R0004 for the Preventative Maintenance (PM) services

for Waste Water Collection and Treatment Systems at the New Consulate Compound,

US Consulate General, Jeddah, Saudi Arabia.

Enclosed is a Request for Proposals (RFP) for the Preventative Maintenance (PM) services for Waste Water Collection and Treatment Systems installed at Post. If you would like to submit a proposal, follow the instructions in Section 3, 4 & 5 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

The Consulate intends to conduct site visit for the requested services. The site visit will be held on May 2, 2018 at 10:00 AM.

Offerors intending to participate in the site visit shall be required to submit the names of those company representatives attending, to the Contracting Office, U.S. Consulate General, Jeddah, by fax or email no later than <u>COB 1700 Hrs Apy 30, 2018</u>

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to the *Consulate General of the United States of America in Jeddah Saudi Arabia* on or before <u>1700</u> hours May 22, 2018. No proposal will be accepted after this time.

Direct any questions regarding this solicitation either by fax: 012-669-3082 or by email to JeddahContractingoffice@state.gov on or before 1700 hours May 14, 2018.

Sincerely,

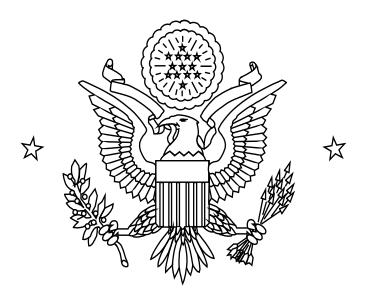
Contracting Officer

Michael Davis

Enclosure SF1449

Solicitation Document

# SOLICITATION DOCUMENT



American Consulate General Jeddah, Saudi Arabia Contracting and Procurement Office

PREVENTIVE MAINTANENCE SERVICE Waste Water Collection and Treatment Systems

Solicitation No. 19SA4018R0004

American Consulate General, Jeddah

PO Box 149

Jeddah 21411

Saudi Arabia

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#### SECTION 1 - THE SCHEDULE

# CONTINUATION TO SF-1449 RFP NUMBER **19SA4018R0004** PRICES, BLOCK 23

## 1. DESCRITPION

The American Consulate in Jeddah requires preventive maintenance services for Sanitary Sewer Collection System and Waste Water Treatment Plant. These services shall result in all systems being serviced under this agreement being in good operational condition when activated.

#### 1.1 TYPE OF CONTRACT

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

#### 1.2 PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than June 2018.

# 2. PRICING

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

2.1 Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months. Identify and describe each CLIN for purposes of contract award and payment. The CLINs collectively must cover all the work in the contract.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$/SAR)	Total per year (\$/SAR)
001	Waste Water Treatment Plant	1	Quarterly PM visits	4		
001-A	Sewage Lift Station	1	Semi- Annual PM Visits	2		
002	Operator testing, technical analysis, report	1	Monthly Report	12		
002-A	2 day Site Visits	1	Quarterly review, inspection & report	4		
	Total					
	VAT					
	Total Base Year					

# <u>2.2. Option Year 1. The Contractor shall provide the services shown below for Option Year 1 of the contract, and continuing for a period of 12 months.</u>

CLIN	Description	Quantity of Equipment	Type of services	No. of servic e	Unit price / service (\$/SAR)	Total per year (\$/SAR)
101	Waste Water Treatment Plant	1	Quarterly PM visits	4		
101-A	Sewage Lift Station	1	Semi- Annual PM Visits	2		
102	Operator testing, technical analysis, report	1	Monthly Report	12		
102-A	2 day Site Visits	1	Quarterly review, inspection & report	4		
	Total					
	VAT					
	Total Option Year 1					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$/SAR)	Total per year (\$/SAR)
201	Waste Water Treatment Plant	1	Quarterly PM visits	4		
201-A	Sewage Lift Station	1	Semi- Annual PM Visits	2		
201-В	Operator testing, technical analysis, report	1	Monthly Report	12		
202	2 day Site Visits	1	Quarterly review, inspection & report	4		
	Total					
	VAT					
	Total Option Year 2					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$/SAR)	Total per year (\$/SAR)
301	Waste Water Treatment Plant	1	Quarterly PM visits	4		
301-A	Sewage Lift Station	1	Semi- Annual PM Visits	2		
302	Operator testing, technical analysis, report	1	Monthly Report	12		
302-A	2 day Site Visits	1	Quarterly review, inspection & report	4		
	Total					
	VAT					
	Total Option Year 3					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$/SAR)	Total per year (\$/SAR)
401	Waste Water Treatment Plant	1	Quarterly PM visits	4		
401-	Sewage Lift Station	1	Semi- Annual PM Visits	2		
402	Operator testing, technical analysis, report	1	Monthly Report	12		
402-	2 day Site Visits	1	Quarterly review, inspection & report	4		
	Total					
	VAT					
	Total Option Year 4					

2.6. Total for all years:	Base Year Option Year 1	\$/SAR \$/SAR
	Option Year 2	\$/SAR
	Option Year 3	\$/SAR
	Option Year 4	\$/SAR
	TOTAL	\$/SAR

2.7 Repair option. Repairs are NOT included under this agreement and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. Any necessary repairs or parts will be submitted for approval and then billed against a separate purchase order (PO). The Contractor is not approved to do any additional work without approval.

# Repair Labor Rates IN \$/SAR

Base Year	/hr.
Option Year 1	/hr.
Option Year 2	/hr
Option Year 3	/hr
Option Year 4	/hr

2.8 Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside this contract. However, we would like to have the rates in the event of an emergency. Emergency Service, with a four-hour response time, must be available 24-hours per day, 365 days a year. Submit cost for Emergency Services below. Please indicate how the emergency service will be billed (hourly, trip charge, etc.).

<b>Emergency Service I</b>	Rates IN \$/SAR
Base Year	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	

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

# 4. NOTICE TO PROCEED

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

# CONTINUATION TO SF-1449, RFP NUMBER *19SA4018R0004* SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

# 1. GENERAL REQUIREMENTS

The United States Department of State (DOS) requires services at the unclassified clearance level, to provide maintenance services for the sanitary sewer collection system and the wastewater treatment system at the New Consulate Compound, U.S. Consulate General, Jeddah, KSA in accordance with this contract.

# 1.1 OBJECTIVES

The purpose of this scope of work is to define the requirements for the preventive maintenance of the wastewater collection and treatment systems located at the U.S. Consulate General Compound. All work shall be executed in accordance with this SOW, approved wastewater treatment plant practices and shall be compliant with all applicable local and federal safety, equipment and building codes and standards. The intent of this service contract is as follows:

Sanitary Sewer Collection System: to optimize the performance of the collection system, and reduce (or eliminate) the frequency of overflows, basement back-ups, sewer pipe failures, lift station failures and peak flows.

Wastewater Treatment Plant: to adjust the wastewater treatment plant based on plant operating parameters, descale and adjust plant operations, prevent/monitor/ plant corrosion, verify local operating procedures within the manufacture's guidelines, and familiarize operators on wastewater treatment plant operations and regulations.

- 1.2 The wastewater treatment and collection systems to be maintained are as follows:
  - Sanitary Sewer Collection System
  - Waste Water Treatment Plant
- 1.3 The Overseas Buildings Operations (OBO) has a requirement to obtain wastewater treatment plant maintenance services to execute this work, including logistics, customs, shipping, transportation, labor, wastewater treatment chemicals, tools, wastewater treatment testing kits/equipment, administrative and all associated management support functions. The wastewater treatment service contract includes but is not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control wastewater-related issues such as flow control, blower maintenance & operation, air diffuser operation and adjustment, activated sludge aeration (Dissolved Oxygen), clarifier cleaning and operation, weir cleaning and adjustment, air-lift pumps operation and adjustment, filtration cleaning and operation (if

applicable), disinfection control, effluent testing and adjustment. All work shall comply with the requirements described in the following, as a minimum:

- AWWA Standards (American Water Works Association)
- ANSI Standards
- SDS Regulations
- ASTM D NFPA Codes UL Standards IEEE Standards
- NEMA Standards
- OSHA Standards
- And all applicable manufacturer O&M and installation instructions/requirements.

#### 2. STATEMENT OF WORK

- 2.1 This statement of work (SOW) describes the preventive maintenance and testing services and deliverables to be performed by the contractor at the U.S. Consulate General Jeddah, KSA, New Consulate Compound (NCC).
- 2.2 The assigned Contracting Officer and Contracting Officer's Representative are the sole points of contact for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from personnel other than the Contracting Officer or Contract Officer's Representative.
- 2.3 This Statement of Work requires the Contractor to provide site assessment and survey services, project management, professional wastewater treatment services, wastewater treatment logistics and material procurement services, preventive maintenance and testing services, cost estimating and scheduling services, and general support services for this wastewater treatment maintenance contract.
- 2.4 The contractor's proposed and U. S. Government (USG) accepted maintenance contract cost proposal and maintenance schedule, including completion dates shall be incorporated into the task order. Additionally, the task order shall be a firm fixed price task order.
- 2.5 This statement of work and applicable deliverables and documents as developed by the contractor and accepted by the USG shall serve as the basis for describing and delineating the scope of the required services and work limits for service contract to be furnished and executed by the contractor.
- 2.6 All deliverables, documents, proposals, etc. submitted by the contractor under this statement of work shall remain the property of the USG. All USG documents and data provided to the contractor shall remain the property of the USG. The contractor shall limit duplication and dissemination of all USG documents and contractor developed documents under this statement of work to/within the contractor's execution team. Duplication or distribution of project documents outside the contractor's team is strictly prohibited without the express written approval and authorization of the Contracting Officer. Upon completion of each service visit all documents, electronic media, photos, etc. shall be submitted to the USG, including all documents and data

that the USG provided to the contractor. All service contract documents and media shall be submitted to the USG along with the contractor's service report.

- 2.7 The Contractor shall schedule, coordinate and arrange all work so as to cause the least interference with the normal occurrence of post operations. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. All detailed work schedules required by this statement of work shall be electronically documented and updated and made available to the Contracting Officer's Representative (COR) upon request, oral or written. If the COR determines that the Contractor's schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.
- 2.8 The contractor shall ensure that all Consulate/Post facilities, equipment and systems recommended for and maintained or installed by the contractor are done so with the highest quality and cost effective materials, finishes, fixtures, equipment and system that provide for sustained operational reliability, dependability and durability. The contractor shall assure that any equipment/wastewater treatment chemicals furnished and installed are maintainable and equipment/parts can be readily replaced with locally available supplies and services, as practical taking into consideration local economy and resources. The contractor shall utilize reliability-centered maintenance (RCM) principles and methodologies during and for all project activities and tasks. Uniformity of parts and components shall be taken into consideration to maximize part interchangeability with other existing Post systems. Except as otherwise directed by the contracting officer all parts, materials, components, equipment, systems, etc. furnished by the contractor shall be new not used or manufactured by third party entities. Except as otherwise directed by the contracting officer, all replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements.
- 2.9 After review of the USG Statement of Work and provided technical data by the contractor, any discrepancies, errors, conflicts, etc. that are discovered by the contractor, the contractor shall forward those items to the CO via written correspondence. Submittal of this written correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.
- 2.9.1 The contractor shall provide 3 customer references of similar scope of work and its U.S. dollar value.
- 2.9.2 The Contractor will not use any method or substances that may cause damage to the equipment or systems. Any damage or loss through negligence and/or maintenance practices by the Contractor, sub-contractor, or Contractor's staff shall be the whole responsibility of the Contractor. The U.S. Consulate General Jeddah, KSA, New Consulate Compound (NCC) will require the Contractor to repair/replace any damaged systems or pay for the cost of rectification.
- 2.9.3 The Contractor must, for the duration of the contracted Services, continue to maintain a quality control process that has been agreed to by the U.S. Consulate General Jeddah, KSA, New Consulate Compound (NCC) COR and the Contractor.

- 2.9.4 The Contractor shall provide the technician's resume and training documentations within twenty (20) calendar days of the notice to proceed.
- 2.10 No work on any portion of the collection system or the wastewater treatment plant shall be permitted on the last regular work day of the week. All work under this contract must be scheduled to assure that the day following the work is a normal working day for the U.S. Consulate. Further, the contractor must certify availability to return immediately to the U.S. Consulate compound to correct any operating issues that may arise following contractor work.

# 3. CONTRACTING OFFICER REPRESENTIVE and POST CONTROL OFFICER

3.1 All technical questions concerning the scope and requirements of the U.S. Consulate General, New Consulate Compound, Jeddah, KSA wastewater treatment service contract shall be directed to the Contracting Officer's Representative (COR):

COR

Khan, Zia Ullah - Mechanical Engineer (FAC)

KhanZ2@state.gov

Tel: +966 (0) 53 918 6112

3.2 The Post Control Officer (PCO) will be the contractor's point of contact at the U.S. Consulate General, New Consulate Compound, Jeddah, KSA. All questions concerning coordination of wastewater treatment service activities while at post shall be directed to the Post Control Officer, with weekly reporting to the COR:

#### 4. PERFORMANCE CRITERIA

# 4.1 Performance Objective

The objective of this Agreement is to provide, within the Term of this Contract, a professional level of service, which provides:

- U.S. Consulate satisfaction in respect to the maintenance of wastewater collection and treatment system; prompt reaction to any change in arrangements or operational requirements of the U.S. Consulate;
- compliance with the statutory and regulatory provisions of the laws of the jurisdiction;
- best in class practices within the industry;
- risk reduction for the U.S. Consulate;
- preservation of asset value; and
- Reduction in operating costs.

The Contractor agrees that its performance under the Contract shall be measured against performance criteria specified in this document or otherwise agreed at the time of commencement.

#### 4.2 Performance Benchmarks

The Contractor must for the duration of the contracted Services continue to maintain a quality control process, which has been agreed by the U.S. Consulate and the Contractor.

The Contractor must allow the U.S. Consulate access to the quality control system as well as the relevant quality systems of its subcontractors to enable monitoring and quality auditing of the maintenance service.

The U.S. Consulate may reject any aspect of the Services that fails to comply with the requirements of the Contract, or its quality system, at any time.

# 4.3 Performance Monitoring and Reporting

The Contractor shall monitor its own performance against the criteria and benchmarks identified in this document, and shall provide reports when reasonably required by the U.S. Consulate.

#### 4.4 HOURS OF PERFORMANCE

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of [8:00] AM and [5:00] PM Sunday through Thursday. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

Jan 01	New Year's Day	Am
Jan 15	Birthday of Martin Luther King, Jr.	Am
Feb 19	President's Day	Am
May 28	Memorial Day	Am
Jul 04	Independence Day	Am
Sep 03	Labor Day	Am
Sep 24	Saudi National Day	LH
Oct 08	Columbus Day	Am
Nov 12	Veterans Day	Am
Nov 23	Thanksgiving Day	Am
Dec 25	Christmas	Am
1st of Shawal (5 days)**	Eid Alfitr	LH
10 <sup>th</sup> of Tho Alhijjah (5 days)**	Eid Aladha	LH

<sup>\*\*</sup> To be observed by Saudi Government according to Hijri Calendar.

#### 5. WASTEWATER TREATMENT AND COLLECTION SYSTEM SPECIFICATIONS

- 5.1 All equipment, chemicals, and testing procedures and kits shall be approved by the COR prior to use in the service contract.
- 5.2 The contractor will be responsible for submitting the manufacture specifications; MSDS sheets and equipment cut sheets for all equipment, chemicals (including chemical composition), and testing procedures in both English and Arabic languages.
- 5.3 The Contractor shall test the wastewater treatment system for proper operating conditions through field-testing and shall adjust the plant to bring it into compliance with the required operating parameters as specified in Exhibit A Statement of Work
- 5.4 The Contractor will be responsible for the sewer collection system cleaning, inspection and maintenance as specified in Exhibit A Statement of Work.

# 6. SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT (SHEM)

- 6.1 The Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the U.S. Consulate General, New Consulate Compound, Jeddah, KSA and in particular all equipment used by the Contractor shall be used in such a manner and maintained so as to minimize the danger of accident, death, injury, loss or damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Contractor shall have the following requirements:
  - 6.1.1 The Contractor's personnel shall be knowledgeable with and adhere to all relevant occupational health and safety rules, regulations, standards, and SDS sheets.
  - 6.1.2 All electrical equipment and associated materials for the Services Contract comply with UL requirements.
  - 6.1.3 Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances.
  - 6.1.4 Ensure that the Contractor's personnel comply with all safety procedures and requirements.
  - Ensure that the Contractor's personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the U.S. Consulate General, New Consulate Compound, Jeddah, KSA on request.
  - 6.1.6 Ensure the Contractor's personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE) required for safe implementation of this contract;
  - 6.1.7 Training program(s) shall be presented and must satisfy the U.S. Consulate General, New Consulate Compound, Jeddah, KSA during the submittal process.

# 7. MAINTENANCE SPECIFICATION DETAILS

- 7.1 Precedence of Specifications. If and to the extent that there is an inconsistency between this maintenance specification and any Manufacture's maintenance specification, the Manufacture's maintenance specification shall prevail.
- 7.2 Hours of Work. The Contractor shall schedule all preventive maintenance during normal working hour which are defined as 8AM to 5PM, Sunday to Thursday, inclusive of periodic maintenance that may be required on Saturdays, with the exception of any regular or special public holidays on which the U.S. Consulate Compound is not open, or as agreed with the U.S. Consulate prior to commencement of the contract.

# 8. SCOPE OF WORK

- 8.1 The Contractor shall provide both the required maintenance parts (air/oil filters, belts, chart paper, etc.) and necessary products and services to perform the required system maintenance, and report the results. The wastewater collection and treatment system service contract shall clean and preserve the collection system, wastewater treatment plant, and plant discharge effluent conveyance system. The contract shall also establish a cost effective wastewater treatment program to meet all effluent discharge goals with cost-effective, safe, and environmentally acceptable processes.
- 8.2 The sanitary sewer collection and wastewater treatment maintenance contractor shall provide a "support service wastewater collection and treatment" contract. The support service wastewater treatment contract shall involve joint responsibilities between the U.S. Consulate Facility Management staff and the wastewater system collection and treatment Contractor.
- 8.3 The Service program shall consist of the U.S. Consulate Facility Management staff conducting routine (daily/weekly) operator testing of the wastewater collection and treatment systems and monthly e-mailing the results to the wastewater treatment contractor, with copy to OBO/FAC (water\_testing\_group@state.gov). The contractor will then be responsible for conducting a technical analysis of the routine wastewater treatment testing results from the Consulate. The contractor will then respond to the Consulate within 24 hours to direct the Consulate facility management staff to make any changes to the collection system and/or treatment plant operations to reestablish effective and efficient wastewater treatment to meet discharge standards.
- 8.4 The Contractor shall visit the U.S. Consulate quarterly (4 times a year every 3 months) for 2-day consecutive intervals (agreed to between the COR, Facility Manager, and the Contractor). The contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.
- 8.5 The Contractor shall provide documented chemicals that have a storage life expectance of at least 1 year.
- 8.6 The Contractor shall determine the dosage levels of chemicals and stay within the operating parameters specified under Exhibit A Statement of Work.
- 8.7 The Contractor shall provide 40 hours of instruction annually in English to familiarize operators in necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

- 8.8 During each site visit to the plant, the Contractor shall review the plant operator daily operating logs to verify safe and effective operation of the plant. The Contractor will highlight all areas where plant-operating conditions are outside of acceptable operating range, and shall provide instruction on how to correct the deficiency.
- 8.9 The Contractor shall review the routine wastewater treatment testing results from the U.S. Consulate monthly and respond to the facility management staff at the U.S. Consulate within 24 hours if changes to the collection system and/or treatment plant operations are recommended to reestablish effective and efficient wastewater treatment to meet discharge standards. This contract shall also discuss the wastewater treatment plant conditions and the water quality of the effluent with the COR, Facility Manager and operating engineers and follow up with a written service report within ten (10) business days after each visit. The report shall be in English and contain the results of wastewater treatment contractor's on-site tests, comments on the status of each system, and specific recommendations for action if necessary.
- 8.10 The Contractor shall perform the required services as described in Exhibit A Wastewater Collection and Treatment System.

# 9. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

- 9.1 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the U.S. Consulate General, New Consulate Compound, Jeddah, KSA. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the systems dedicated rooms with or without security escorts, only with specific permission by the Facility Manager, Contracting Officer, or the COR.
- 9.2 Personnel Security: The U.S. Consulate reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel, who shall be used on this contract prior to their utilization on this contract.

#### 9.3 Standards of Conduct.

- 9.3.1 General: The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The U.S. Consulate 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.
- 9.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.
- 9.3.3 Neglect of Duties. 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.

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

#### 10. DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel (#9.2)	1	5 days after contract award	COR
Certificate of Insurance (#11)	1	10 days after contract award	COR
Checklist signed by Contractor's employee ( <b>EXHIBIT A</b> )	1	After completion of each maintenance service	COR
Invoice (#15)	1	After completion of each maintenance service	COR

# 11.0 INSURANCE REQUIREMENTS

11.1 <u>Personal Injury, Property Loss or Damage (Liability)</u>. The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

11.2 <u>Insurance</u>. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. The **Contractor shall carry the following minimum insurance:** 

## Public Liability Insurance

Bodily Injury SAR5,000,000.00 per occurrence

Cumulative SAR10.000.000.00

Property Damage SAR5,000,000.00 per occurrence

Cumulative SAR10.000.000.00

# Workers' Compensation and Employer's Liability

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

#### 12.0 LOCAL LAW REGISTRATION

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

#### 13.0 QUALITY ASSURANCE PLAN (QAP).

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

Performance Objective	<b>PWS Para</b>	Performance Threshold
Services.	1 thru 15	All required services are
Performs all services set forth in the performance work statement (PWS)		performed and no more than one
		(1) customer complaint is received per month

- 13.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 13.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.
- 13.4. Procedures.
- 13.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- 13.4.2 The COR will complete appropriate documentation to record the complaint.
- 13.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- 13.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- 13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- 13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- 13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

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

#### 14. TRANSITION PLAN/CONTACTS

Within 5 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

14.1 On site contact. The following are the designated contact personnel between the US Consulate in Jeddah and the Contractor

COR	
Zia Ullah Khan	
khanz2@state.gov	
Telephone#+966 (0)539186112	

# 15. SUBMISSION OF INVOICES

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

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Consulate's payment office, whichever is later. Invoices shall be sent to:

Attention: DBO (Designated Billing office)

Management Office

Tel. #: +966 (2) 667 0080 ext. 4394/4379

Email - <u>JeddahDBODL@state.gov</u>

U.S. Consulate General Jeddah, Saudi Arabia

# EXHIBIT A Statement of Work Wastewater Collection and Treatment System

#### I. GENERAL INFORMATION:

The U.S. Consulate General, New Consulate Compound, Jeddah, KSA requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's Waste Water Collection and Treatment System.

# II. PROJECT REQUIREMENTS:

1. The sanitary sewer collection system includes the following:

Sanitary Sewage Manholes		
Quantity:10		
Storm Sewer Manholes		
Quantity:0		
Oil/water Separators		
Quantity:3		
Lift Stations		
Quantity:1		
Pumps:		
Manufacturer/Model: Xylem Gould / W	VS1018B	
Electrical (HP, voltage, Hz, phase):1	HP, 208 V, 60Hz, 1 phase	
2. The wastewater treatment package plant info	ormation is as follows	
Wastewater Treatment Package Plant:		
Manufacturer : Vishuddhi Env	iro Pvt. Ltd., Model No. 75KLD ST	P
Tertiary Filter:		
Manufacturer: Vishuddhi,	Model No Sand filters with backwash	

The plant's rated capacity is <u>19,813</u> gallons per day domestic sewage DESCRIPTION OF EQUIPMENT:

#### III. GENERAL REQUIREMENTS:

The Contractor SOW shall provide all labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. U.S. Consulate staff may have service manuals for all equipment included in this SOW. If they do not, the Contractor shall assist Consulate Staff in obtaining the manuals.

# IV. SCOPE OF WORK - PREVENTIVE MAINTENANCE

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use appropriate safety protection while all work is performed. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (POSHO) immediately. Safety Data Sheets (SDS) shall be provided by the Contractor for all HAZMAT materials. Copies shall be submitted to the COR for approval.

At a minimum, the following work must be done:

#### Waste Water Collection and Treatment Plant Preventive Maintenance:

#### i.MAINTENANCE DESCRIPTION:

The maintenance tasks and procedures provided below describe the checks, tests, analysis and tasks required to perform annual, semi-annual and quarterly preventive maintenance for the wastewater collection system and treatment plant.

#### ii.SAFETY & SPECIAL INSTRUCTIONS:

- 1. Follow procedures in the O&M Manuals for specific equipment.
- 2. Follow site safety procedures and your supervisor's instructions.
- 3. Record and report any equipment damage or deficiencies.
- 4. Record maintenance information.
- 5. Maintenance personnel shall be trained on the health hazards of working near sewage plant operations.
- 6. Maintenance personnel shall be trained, certified, have appropriate equipment and safety plans before and Post approval prior to confined space entry.
- 7. Follow the manufacturer's instructions.
- 8. Wear proper protective equipment.
- 9. DO NOT ENTER THE SEPTIC TANK. Hazards exist in a septic system. All precautions must be followed when inspecting the system. Keep tank openings covered at all times. Only authorized service personnel should service a septic system. Lethal gases, high voltage electricity, and other deadly hazards associated with the system. Only qualified service staff should open access ports and/or covers. Infectious organisms exist in a septic tank. If any contact with wastewater, immediately wash and disinfect all exposed areas and contact personal physician. Failure to do so could result in severe sickness or death. DO NOT use flame or spark near a septic tank access points. Gases emanating from septic tanks can explode if ignited or deadly if inhaled.

#### iii.MAINTENANCE PROCEDURES:

Listed below are preventive maintenance procedures of a typical wastewater collection system and package treatment plant. The PM frequencies should be evaluated by the Post and adjusted based on local conditions and

Also, refer to manufacturer's recommendations (at the end of this document) always as a rule to perform any maintenance job.

# **Wastewater Collection System**

#### Sewage Lift Station

Semi-Annually:

- 1. Inspect each lift station in the sanitary collection system and assure that all pumps are operational, that all pump control systems are operating correctly, that on-off floats and high-level alarm floats are operating correctly, and that pump lead-lag controls are operating correctly.
- 2. Check lift station lighting, power and ventilation systems for proper operation.

- 3. Check for leaks on suction and discharge piping, seals, packing glands, etc., make minor adjustments as required.
- 4. Disconnect the lift station pumps discharge pipe from the inlet bar screen of equalization tank, and then connect it to the existing by-pass system.
- 5. Drain the wastewater from all the tanks.
- 6. Remove all the sludge and deposits from the tanks.
- 7. Wire brush, clean and power wash the lift station.
- 8. Remove the pumps, check and clean.
- 9. Check the air diffuser and clean.
- 10. Paint all rusted metal.
- 11. Connect the lift station pumps discharge pipe back to the inlet bar screen.
- 12. Clean-up area and return to normal service.
- 13. Inspect electrical wiring for damage.
- 14. Check V-belts for proper tension and wear. Replace when necessary

# Sewage Collection System

# Semi-Annually:

- 1. Sanitary Sewage Manholes. Remove cover, observe flow through manhole, remove mud and debris, examine interior, thoroughly ventilate manhole if cleaning is required, clean work area and remove all debris.
- 2. Oil/Water Separators. Clean out separator, inspect for clogging, scale and improper positioned or missing baffles, and tighten loose parts as necessary, dispose of waste properly.

# **Wastewater Treatment Plant**

#### Pretreatment (Bar Rack and Grit Drive)

### Monthly:

- 1. Check with facilities and operation staff for deficiencies.
- 2. Inspect the bar rack for integrity and cleanliness. Clean Bar rack and properly dispose of solid wastes if necessary.
- 3. Check condition and clearance of cutting knives and inspect base seal.
- 4. Check oil level in gearbox, add oil if necessary.
- 5. Wire brush and lubricate directional flow valve stem.
- 6. Check for rust and corrosion; scape, wire brush and spot paint as necessary.
- 7. Check grit pump packing for leakage.
- 8. Inspect grit chamber
- 9. Sharpen /replace comminutor blades when cutting edge is worn
- 10. Fill out maintenance checklist and report deficiencies.

#### Annually:

1. Change oil in gearbox

# **Equalization Tank**

# Quarterly:

1. Inspect the equalization tank and remove any accumulated solids from the bottom. Inspect

the submersible transfer pumps in the equalization tank and assure that all pumps are operational, that all pump control systems are operating correctly, that on-off floats and high-level alarm floats are operating correctly, and that pump lead-lag controls are operating correctly.

- 2. Check level sensor for proper operation and level settings
- 3. Check pump valves for proper setting on flow to splitter box and feed–back
- 4. Clean any grease and floating solids from walls and water surface of equalization tank.
- 5. Measure the discharge rate from the equalization tank to the aeration tank. Adjust the return weir to assure the lowest transfer rate into the aeration tank possible within the limitations of the equalization tank volume and ability to equalize post maximum daily flow rates.
- 6. Fill out maintenance checklist and report deficiencies.

## <u>Aeration</u>

# Monthly:

- 1. Inspect the aeration tank for evidence of proper rolling of mixed liquor suspended solids (MLSS), fine bubble production from the air diffuser heads, and even diffusion along the length of the aeration tank.
- 2. Measure the dissolved oxygen in the aeration tank and adjust the blower run intervals accordingly to maintain an average of 1-2 mg/L DO.
- 3. Conduct a mixed liquor suspended solids (MLSS) settling test of one sample from the aeration basin and one from the effluent from the settling tank. Take readings at five, thirty, and sixty minutes.
- 4. Inspect the blowers for proper operation. Replace the air filters if dirty, but no less frequently than once every 6-months
- 5. Visually check aeration system for even air distribution, with no dead spots
- 6. Check oil level in mechanical aerator gear cases. Add or remove as necessary per manufacturer's instructions.
- 7. Check oil level in blower gear cases. Add or remove as necessary per manufacturer's instructions.
- 8. Check for air leaks around base and fitting of blower
- 9. Check and inspect blower belts for wear and tension.
- 10. Check bolts and tighten if necessary: foundation, cylinder head, belt guard, etc.
- 11. Check tension, condition, and alignment of V-belts on blower; adjust or replace as necessary.
- 12. Check oil level of commutator. Add or remove as necessary per manufacturer's instructions.
- 13. Check the blower to make sure that belts and drives are free of obstruction and all electrical connection are complete including thermal protection if applicable.
- 14. Check that effluent weir trough and weir is level and set to the correct elevation and adjust if necessary
- 15. Check blowers at a minimum speed and listen for unusual noises
- 16. Check the airlift pumps operate continuously and the total pumping rate should be approximately equal to the incoming raw sewage average flow rate
- 17. Inspect the sludge digester (also known as the holding tank) where applicable. Pump and

clean the tank if settled sludge exceeds 75% of the depth of the tank. Check the airflow in the digester for proper operation.

- 18. Scrape walls and hoppers of settling tank
- 19. Fill out maintenance checklist and report deficiencies.

# Semi-Annually:

1. Change blower / mechanical aerator / comminutor oil

# Clarification

### Monthly:

- 1. Inspect the clarifier for cleanliness and clean if required. Inspect the overflow weir cleanliness and uniformity of overflow along the weir. Clean the weir with a brush if required.
- 2. Inspect the Return Activated Sludge (RAS) airlift pump for proper operation and flow.
- 3. Inspect the clarifier skimmer airlift pump for proper operation and flow. Clean and adjust the pump as required.
- 4. Clean clarifier drive and surrounding area.
- 5. Fill out maintenance checklist and report deficiencies

# Annually:

- 1. Check unit for rust and corrosion; scape, wire brush and paint as required.
- 2. Drain and refill gearbox oil reservoir.

# **Disinfection**

# **Chlorination**

# Quarterly:

- 1. Inspect the disinfection chamber and tablet chlorinator for proper operation and chlorine contact time.
- 2. Clean chlorinator and check for leaks
- 3. Check water trap for proper level and bleed air.
- 4. Check and clean water strainers
- 5. Grease fittings
- 6. Test and calibrate equipment as recommended by the equipment manufacturer.
- 7. Fill out maintenance checklist and report deficiencies

# Semi-Annually:

1. Disassemble and clean the various components of the system, such as meters and floats.

#### Annually:

- 1. Inspect and clean valves and springs
- 2. All tanks, boxes and basins, should be drained, inspected for scale buildup, rust, corrosion, and cleaned as necessary. Any painted surfaces should be inspected for rust and corrosion, cleaned and re-painted if necessary

# **Wastewater Testing and Operating Parameters**

Monthly:

# Dissolved Oxygen (DO)

Goal: DO = 1.0 - 2.0 mg/L

Turn blowers off, and wait 5-10 minutes. Take sample from aeration basin and test immediately after sampling. If over the course of several tests during the 2-day maintenance visit, the DO is consistently too low, increase the amount of time that blowers are running. If the DO is consistently too high, decrease the amount of time that blowers are running. The wastewater treatment plant contractor will decrease/increase blower run times by small intervals not to exceed 15-minute increments.

#### Free and Total Chlorine

# Goal Free Chlorine = 0.5 - 1.5 mg/L

If the plant has a chlorine contact tank, test the effluent being discharged from the plant. If free chlorine residuals do not meet the goals, the wastewater treatment plant contractor will adjust the chlorination rate. If free chlorine readings are consistently above the goal, reduce the amount of chlorination. If the readings are consistently below the goal, increase the amount of chlorination.

#### **Chlorine Contact Time**

#### Goal CT = 20 mg/L-minutes

The wastewater treatment plant maintenance contractor will measure the flow rate of the effluent discharged from the plant at peak hour flows and will calculate the disinfection contact time of the plant (time between injection of chlorine and the discharge of the effluent from the plant). The CT is calculated by multiplying the free chlorine residual (in mg/L) by the contact time. The wastewater treatment plant maintenance contractor will notify the Facility Manager if the CT is significantly less than the goal.

# **Chemical Oxygen Demand (COD)**

Goal = 50 mg/L

The wastewater treatment plant contractor will sample the plant effluent for Chemical Oxygen Demand (COD). If the COD significantly exceeds the goal, the cleanliness of the plant and the effectiveness of the clarifier weirs will be checked and corrected by the contractor.

# **Total Suspended Solids (TSS)**

Goal = 30 mg/L

The wastewater treatment plant contractor will sample the plant effluent for Total Suspended Solids. If the TSS readings consistently exceeds the goal, the contractor will increase the frequency of scraping the clarifier and scrubbing the overflow weirs. The contractor will check for proper operation of the clarifier skimmer.

#### Attachment 1: Equipment List:

	Description	Make	Model
1	Raw Sewage Lift Pumps	Grundfos	SEG.A20.40.2.60M
2	Raw Sewage Transfer Pumps	Xylem Goulds	WS0318B
3	Backwash Pumps	Xylem Goulds	WS1518D3
4	Backwash Transfer Pumps	Xylem Goulds	WS0518B
5	Effluent Transfer Pumps	Xylem Goulds	WS0318B
6	Irrigation Pumps	Grundfos	SP 17-4
7	Equalization Air Blower (BW-01&02)	Everest	M42EB
8	Aeration Air Blower (BW-03&04)	Everest	M5175
9	Air Scouring Blower (BW-05&06)	Everest	M42EB
10	Level Sensor - Float Type	ITEC	L102
11	Coarse Bubble Disc Diffuser		EPDM
12	<b>Above Ground Pipes and Fittings</b>	SEAMLESS	Multi
13	<b>Underground Gravity Pipes and Fittings</b>	Finolex	Multi
14	Ultrasonic Flow Sensor	SIEMENS	THE PROBE
15	Tablets Chlorine Feeder	EXCELTEC	1000
16	Portable Laboratory Test Kit	HACH	STPL-WRT
17	Circular Chart Recorder	Honeywell	DR4300
18	Control Panel (Switch Gears)	Schneider	
19	Control Panel (PLC)	Siemens	S7-1200
20	Control Panel (HMI)	Siemens	Simatic KTP-1000
21	Tablet Chlorinator	Sanuril	Sanuril - 1000

# **Manufacturer's Recommendations**

### **SECTION 5: PLANT MAINTENANCE PROCEDURE**

#### A. Daily Procedure

- 1. Check to see that all mechanical equipment is operating.
- 2. Check pre-treatment device. If the pretreatment consists of bar screen, rake screen and haul away the debris. Do not throw rakings into the aeration tank.
- 3. Check aeration tanks for uniform roll. The blowers must be operated on a 24-hour basis, unless the facility is under the direction of a certified operator.
- 4. Check to see that the sludge pumps are returning at a uniform rate in steady stream. The sludge return pipe should be flowing 1/3 to ½ full. (Note: The color of returning sludge and aeration tank contents should be a rich brown. No objectionable odor should be noted).
- 5. Check the final settling tank for the surface scum. If the plant has the air lift skimmer, check to see that it is in working order. Skimmers should be operated only often enough and long enough to remove the accumulation of scum from the settling tank. The elevation of the scum return pipe should be adjusted so that the skimming edge or notches will be about 3/8" below the liquid level. Break up the floating scum to aid its return through the skimmer. If there is no skimmer, skim off floating debris from the surface with a leaf rake and place in a sealed container. Excessive grease or scum must be removed from the plant. It should be hauled away. Odors and unsightly appearances must be avoided.
- 6. Check for the flow equalization tank, pumps and tertiary for proper operation.

7. Check the chlorination for proper operation. Add tablets when necessary. Do not allow the supply of tablets in the container to become empty. The tablet feeder work best when filled with a maximum of 6-8 tablets at a time.

# B. Weekly Procedure

- 1. Scrape the hopper walls of the settling tank to prevent an accumulation of sludge on the sides of hopper. Do this as required, or at least weekly.
- 2. Check the oil level in blower.
- 3. Wash down the plant structures with water from the building connection. Clean trash and weeds from the plant area.
- 4. The sand filter should be alternated on a regular basis. Clean surface sand filters, approximately every two weeks. Only ½ of the filter should be used at a time. This will permit the sand beds to be rotated for cleaning purposes and allow one side to dry out and rest while the other side is in operation. During the fall and winter months it is particularly important to keep both sides of the sand bed in good working order because the cold weather will significantly inhibit the ability to do maintenance. During bed cleaning all solids materials and weeds should be disposed of in an approved landfill.

# C. Monthly Procedure

- 1. Lubricate blower bearings.
- 2. Check V-belts for proper tension and wear. Replace when necessary.
- 3. Check air filter and clean when necessary. Wash screen with fuel oil or kerosene.
- 4. If difficulties are encountered which cannot be handled by your maintenance personnel following this manual, service should be obtained from a qualified person such as manufacturer's representative.

# D. Annually

- 1. Wire brush and paint any rusted metal at least annually or when indicated.
- 2. Clean diffusers.
- 3. If the plant is located near trees, tarps should be place over the tanks to prevent the intrusion of leaves which could clog plant equipment.

END OF STATEMENT OF WORK

#### 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)

# **52.212-5** Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (Nov 2017)

- (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) <u>52.203-19</u>, 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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
  - (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

# [Contracting Officer check as appropriate.]

(1) <u>52.203-6</u> , 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.
<u>3509</u> )).
(3) <u>52.203-15</u> , Whistleblower Protections under the American Recovery and
Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts
funded by the American Recovery and Reinvestment Act of 2009.)
(4) <u>52.204-10</u> , Reporting Executive Compensation and First-Tier Subcontract Awards
(Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
(5) [Reserved].
(6) <u>52.204-14</u> , 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) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). (ii) Alternate I (Nov 2011). (iii) Alternate II (Nov 2011). \_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). \_\_ (ii) Alternate I (Oct 1995) of <u>52.219-7</u>. \_\_ (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 (Jan 2017) (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 <u>52.219-9</u>. \_\_ (v) Alternate IV (Nov 2016) of <u>52.219-9</u>. \_\_ (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r</u>)). \_\_ (19) <u>52.219-14</u>, Limitations on Subcontracting (Jan 2017) (<u>15 U.S.C. 637(a)(14)</u>). (20) 52.219-16, Liquidated Damages. Subcon-tracting 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. 657 f). (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) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755). (26) 52.222-19, Child Labor. Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015). \_\_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). \_\_(29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212). (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). \_\_ (31) <u>52.222-37</u>, 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). \_\_ (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 <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627). (34) <u>52.222-54</u>, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) \_\_ (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) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). \_\_ (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 Televisions (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). (41)(i) <u>52.223-16</u>, Acquisition of EPEAT®-Registered Personal Computer Products

(OCT 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of 52.223-16. \_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). \_\_ (43) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693). (44) 52.223-21, Foams (Jun 2016) (E.O. 13693). \_\_ (45)(i) <u>52.224-3</u>, Privacy Training (JAN 2017) (5 U.S.C. 552a). (ii) Alternate I (JAN 2017) of 52.224-3. \_\_ (46) <u>52.225-1</u>, Buy American.Supplies (May 2014) (41 U.S.C. chapter 83). \_\_ (47)(i) 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. \_\_ (ii) Alternate I (May 2014) of <u>52.225-3</u>. \_\_ (iii) Alternate II (May 2014) of 52.225-3. \_\_ (iv) Alternate III (May 2014) of 52.225-3. \_\_ (48) <u>52.225-5</u>, Trade Agreements (OCT 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note). \_\_ (49) <u>52.225-13</u>, 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). \_\_ (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). \_\_ (53) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41</u> U.S.C. 4505, 10 U.S.C. 2307(f)). \_\_ (54) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). \_\_ (55) 52.232-33, Payment by Electronic Funds Transfer.System for Award Management (Jul 2013) (31 U.S.C. 3332). \_\_ (56) <u>52.232-34</u>, Payment by Electronic Funds Transfer.Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). \_\_ (57) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>). \_\_ (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) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and <u>10 U.S.C. 2631</u>).
  - \_\_ (ii) Alternate I (Apr 2003) of <u>52.247-64</u>.
- (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:

[Contracting Officer check as appropriate.]

- \_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_\_ (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
- \_\_ (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C.</u> 206 and 41 U.S.C. chapter 67).
- \_\_ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C.</u> chapter 67).
- \_\_ (5) <u>52.222-44</u>, 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) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment.Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- \_\_ (7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services.Requirements (May 2014) (41 U.S.C. chapter 67).
  - \_\_\_ (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - \_\_ (9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_ (10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- \_\_ (11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C.</u> 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 <u>52.215-2</u>, 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 <u>subpart 4.7</u>, 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) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> 3509).
- (ii) <u>52.203-19</u>, 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) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2)</u> 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 <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iv) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause <u>52.222-17</u>.
  - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
  - (vi) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vii) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (viii) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> 793).
  - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) <u>52.222-40</u>, 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 <u>52.222-40</u>.
  - (xi) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>). (xii)
- \_\_(A) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
  - \_\_(B) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).

- (xiii) <u>52.222-51</u>, 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).
- (xiv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
  - (xv) <u>52.222-54</u>, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
  - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
    - (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) <u>52.225-26</u>, 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; <u>10 U.S.C. 2302 Note</u>).
- (xx) <u>52.226-6</u>, 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.
- (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

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

idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t pl to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) 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)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3 2014)	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL
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)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

The following FAR clause(s) is/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.

### 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 **60 Months / 5 years.**

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

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

The following DOSAR clause(s) is/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 2 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).

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

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

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

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Saudi National Day
EID Al-Fitr
EID Al-Adha

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 **Khan**, **Zia Ullah Mechanical Engineer** (**FAC**)

# 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
  - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
  - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
  - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
  - (6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott", and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:
  - (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in

order to comply with precautionary requirements protecting against war risks and confiscation:

- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

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

### 652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services.

As prescribed in 628.309-70(b), insert the following clause:

## WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (FEB 2015)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.
- (b) The Contractor shall procure Defense Base Act (DBA) insurance directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL website at <a href="http://www.dol.gov/owcp/dlhwc/lscarrier.htm">http://www.dol.gov/owcp/dlhwc/lscarrier.htm</a>.
- (c)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.
- (2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:
  - (i) Contract number;
  - (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
  - (iv) Name and position title of individual(s);
  - (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
  - (vi) Dates (or timeframe) of performance at the overseas location; and,
- (vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).
- (3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

  (End of clause)

#### **SECTION 3 - SOLICITATION PROVISIONS**

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2017), 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.

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

- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- 1. List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in <u>KSA</u> then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

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

- 2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- 4. The offeror's strategic plan for <u>required</u> services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
    - CR (Commercial registration) Copy,
    - VAT certificate,
    - a copy of the Certificate of Insurance, or
    - a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

### 5. PROPOSAL REQUIREMENTS

Offerors are required to submit two proposal volumes in separate binders:

- (1) Technical and Management Proposal
- (2) Price Proposal

The electronic version may be provided via email to: Jeddahcontractingoffice@state.gov

Submit Complete Offer to:

Attn: Contracting Officer US Consulate General Jeddah PO Box: 149

Palestine Street, Hamra District Jeddah 21411, Saudi Arabia

Courier Address:

Attn: Contracting Officer

US Consulate General Jeddah Palestine Street, Hamra District Jeddah, Saudi Arabia

The Offeror shall state, explain, and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

#### 6. PROPOSAL FORMAT

General: Submit all required documentation on sequentially numbered 8-1/2" by 11" or A4 paper. All submittals must use type of at least 12 points (10 point text in graphics). The Technical and Management Proposal and the Price Proposal shall be submitted in separate volumes. Volume One shall not contain any reference to any pricing.

#### 7. SUMMARY OF INSTRUCTIONS

Each offer must consist of the following volumes. Volumes One and Two shall be placed in separate binders but in one envelope.

VOLUMEDESCRIPTION# OF PAGESONETECHNICAL PROPOSALNTE 10PAGES

Offeror shall describe their understanding of the Government's requirements, its understanding of the nature of the work to be performed under this solicitation, and their technical and management approach to fulfilling the requirements. The quoter must attach the technical details of the quoted services that should describe in details the maintenance plan and supplies provided.

Offeror shall describe any additional info about the products i.e. warranty, safety standards, quality listing etc.

TWO PRICE PROPOSAL

**NO LIMIT** 

The Offeror shall complete Section 1 pricing for each individual CLIN with totals.

[End of Section]

# 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: <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a> or <a href="http://garsite.hill.af.mil/vffara.htm">http://garsite.hill.af.mil/vffara.htm</a>.

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)
- 52.237-1 SITE VISIT (APR 1984)

The site visit will be held on May 2nd 2018 at 10 AM at New Consulate Compound Mohammedia District, Jeddah KSA. Prospective offerors/quoters should contact Jeddahcontractingoffice@state.gov for additional information or to arrange entry to the building.

Details shall be submitted to the Jeddahcontracting office@state.gov on or before April 30 2018.

Only two persons from each company will be allowed to participate in the survey.

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 <u>cat@state.gov</u>.
- (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 Michael Longhauser, at 012-667-0080, Fax: 012-669-3082. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

#### **SECTION 4 - EVALUATION FACTORS**

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

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

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

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

#### SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

[Note to Contracting Officer: FAR provision 52.212-3 may NOT be tailored, e.g., you may not delete any portion of it. However, Posts may add that paragraphs (c), (d), (f), and (g) can be reserved if the vendors are all overseas vendors. If Post expects some US firms, then those paragraphs must remain in Representations and Certifications. Paragraph (h) applies only if the contract value is expected to exceed the simplified acquisition threshold. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. 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). Paragraph (j) does not apply unless the solicitation is predominantly for the acquisition of manufactured end products]

52.212-3 Offeror Representations and Certifications - Commercial Items OFFEROR REPRESENTATIONS AND CERTIFICATIONS -.COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://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.

"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.
- "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
- "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.
- "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 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 SAM website.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard 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

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

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

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

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it  $\Box$  is,  $\Box$  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  $\Box$  is,  $\Box$  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  $\Box$  is,  $\Box$  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  $\Box$  is,  $\Box$  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  $\Box$  is,  $\Box$  is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.
- (i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It  $\Box$  is,  $\Box$  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  $\Box$  is,  $\Box$  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  $\Box$  is,  $\Box$  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  $\Box$  is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.
- (i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone

joint venture:] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation. (d) Representations required to implement provisions of Executive Order 11246. (1) Previous contracts and compliance. The offeror represents that. (i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and (ii) It □ has, □ has not filed all required compliance reports. (2) Affirmative Action Compliance. The offeror represents that. (i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or (ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made. (f) Buy American Certificate. (Applies only if the cl
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

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 necessary]
(iii) The offers (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." Other Foreign End Products: Line Item No. Country of Origin [List as necessary] (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 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 Canadian end products 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] (3) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products: Line Item No. Country of Origin [List as necessary]
(4) Buy America

defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements-Israeli

(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.Smade 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.Smade or designated country end products. Other End Products: Line Item No. Country of Origin
[List as necessary]  (iii) The Government will evaluate offers in accordance with the policies and procedures of FAF

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation. (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.
- (1)  $\square$  Are,  $\square$  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3)  $\square$  Are,  $\square$  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4)  $\square$  Have,  $\square$  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (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.

- (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 appeal 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

(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 products.

Listed End Product Listed Countries of Origin

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

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

- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.
- (1) 

  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) □ Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  $\Box$  does  $\Box$  does not certify that. (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations; (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment: and (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.  $\Box$  (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  $\Box$  does  $\Box$  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 (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS). (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (3) Taxpayer Identification Number (TIN). □ TIN: ☐ TIN has been applied for. ☐ TIN is not required because: □ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have

income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government; □ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4;
□ Other
(5) Common parent.
□ Offeror is not owned or controlled by a common parent;
□ Name and TIN of common parent:
Name
TIN

- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations.
- (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (2) Representation. The Offeror represents that.
- (i) It □ is, □ is not an inverted domestic corporation; and
- (ii) It  $\square$  is,  $\square$  is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).
- (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  $\Box$  has or  $\Box$  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.

information:  Immediate owner CAGE code:  Immediate owner legal name:  (Do not use a "doing business as" name)  Is the immediate owner owned or controlled by another entity: □ Yes or □ No.  (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner legal name:  (Do not use a "doing business as" name)  (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.  (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.  (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.  (3) 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 autho	(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following
Immediate owner legal name:  (Do not use a "doing business as" name) Is the immediate owner owned or controlled by another entity: \( \pi \) Yes or \( \pi \) No.  (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner legal name:  (Do not use a "doing business as" name)  (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.  (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  (2) The Offeror represents that.  (3) It is \( \pi \) is \( \pi \) or it interests of the Government.  (4) It is \( \pi \) is \( \pi \) or it is or \( \pi \) is not \( \pi \) a convicted of a felony criminal violation under a Federal law within the preceding 24 months.  (b) It is \( \pi \) is \( \pi \) is \( \pi \) or \( \pi \) is	information:
Immediate owner legal name:  (Do not use a "doing business as" name) Is the immediate owner owned or controlled by another entity: □ Yes or □ No.  (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner legal name:  (Do not use a "doing business as" name) (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.  (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  (2) The Offeror represents that.  (3) 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 owners, and the prec	Immediate owner CAGE code:
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.  (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner legal name: □.  (Do not use a "doing business as" name)  (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.  (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  (2) The Offeror represents that.  (i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  (ii) It is □ is not □ a corporation that was convi	Immediate owner legal name:
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.  (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner legal name: □.  (Do not use a "doing business as" name)  (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.  (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  (2) The Offeror represents that.  (i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  (ii) It is □ is not □ a corporation that was convi	(Do not use a "doing business as" name)
immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner CAGE code:	Is the immediate owner owned or controlled by another entity: $\Box$ Yes or $\Box$ No.
Highest-level owner CAGE code: Highest-level owner legal name: (Do not use a "doing business as" name) (a) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.  (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  (2) The Offeror represents that.  (i) It is \( \to \) is not \( \to \) 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 \( \to \) is not \( \to \) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.  (i) Predecessor of Offeror (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government	(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the
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website the results of a greenhouse gas inventory, performed in accordance with an accounting	

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

- (ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (iii) A publicly accessible website includes the Offeror's own website or a recognized, 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 website(s) where greenhouse gas emissions and/or reduction goals are reported:
- (u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

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

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

## 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
  - (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
  - (2) Discriminating in the award of subcontracts on the basis of religion.