

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

Jeddah, Saudi Arabia

Date: April 15, 2018

To: Prospective Offerors

Subject: Solicitation number <u>19SA4018R0008</u> for the Preventative Maintenance (PM) services for Water Treatment of HVAC and Potable Water Systems installed at the New US Consulate General in Jeddah, KSA.

Enclosed is a Request for Proposals (RFP) for the Preventative Maintenance (PM) services for Switchgears 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 accepatable. 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* 3, 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. Apr3e2018</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 24, 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 17, 2018.

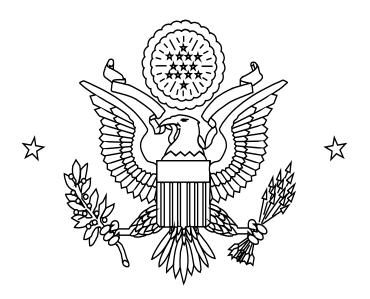
Sincerely,

Contracting Officer

Michael Davis

Enclosure SF1449 Solicitation Document

SOLICITATION DOCUMENT



American Consulate General Jeddah, Saudi Arabia Contracting and Procurement Office

PREVENTIVE MAINTANENCE SERVICE
Water Treatment of HVAC and Potable Water Systems

Solicitation No. 19SA4018R0008

American Consulate General, Jeddah

PO Box 149

Jeddah 21411

Saudi Arabia

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFP Number **19SA4018R0008**, Prices, Block 23
- Continuation To SF-1449, RFP Number 19SA4018R0008, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property
- EXHIBIT A Statement of Work HVAC Water Treatment Systems
- EXHIBIT B Statement of Work Domestic (Potable) Water Treatment System

Section 2 - Contract Clauses

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

Section 3 - Solicitation Provisions

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

Section 4 - Evaluation Factors

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

Section 5 - Representations and Certifications

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

			1. REQUISITION NUMBER		PAG	E 1 OF			
SOLICITATI	ON/CONT	RACT/ORDER FO	OR COMME	ERCIAL I	TEMS	PR7219818			1 of#
	OMPLETE BL	OCKS 12, 17, 23, 24, &							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORD	DER NUMBER		5. SOLICI	TATION NUMBER	6. SC	DLICITATION ISSUE DATE
							A4018R000		4/15/2018
7. FOR SOLICITA		a. NAME				b. TELEPH calls)	IONE NUMBER(No co		OFFER DUE DATE/ CAL TIME
INFORMATIO	N CALL:	Mohamed A.	Obaid			0096	6-12-6670080	1	5/24/2018 @ 5 PM
9. ISSUED BY	-	CODE		10. THIS A	ACQUISITION I	S	□ UNRESTRICTI	ED OR	SET ASIDE:% FOR:
AMERICAN	CONSUL	ATE GENERAL		☐ SMAI	LL BUSINESS		☐ WOMEN-OWN	ED SMALL BU	JSINESS
GSO/PROCU	UREMENT			☐ HUBZ	ZONE SMALL				THE WOMEN-OWNED
JEDDAH, SA	AUDI ARA	BIA		BUSIN	NESS		SMALL BUSINE	SS PROGRAN	1 NAICS:
				1.000	ICE-DISABLED)	☐ EDWOSB		
				7	RAN-OWNED L BUSINESS		□ 8 (A)		SIZE STANDARD:
11. DELIVERY FOR	FOB DESTINAT-	12. DISCOUNT TERMS		The second second second	CONTRACT IS		13b, RATING		
TION UNLESS BI MARKED	LOCK IS			1000000	ED ORDER UN S (15 CFR 700)	DER	14. METHOD OF SO	OLICITATION	,
SEE SCHEDULE 15. DELIVER TO		CODE		16. ADMINIS	TERED BY		RFQ I		RFP CODE
AMERICAN (CONSULAT	E.		Same as	block #9 a	hove			
GSO/PROCU		2		Same as	DIOCK #7 a	0000			
JEDDAH, SA	UDI ARABI	A							
17a. Contractor/Offer	or COD	E FACILIT CODE	Y	18a. PAYMENT WILL BE MADE BY CODE					
				8 10 800000 440			GENERAL		
				E = 200 (200) = 1	EMENT O , SAUDI A				
17b. CHECK IF RI	EMITTANCE IS DI	FFERENT AND PUT SUCH A	DDRESS IN	18b. SUBMIT		ADDRESS S	SHOWN IN BLOCK 1	8a UNLESS B	LOCK
19. ITEM NO.		20. SCHEDULE OF SUPPLIE	S/SERVICES		21. QUANTITY	22 UNI		Other Carrier	24. AMOUNT
	The contract	or shall provide main	tenance service	ces for					
		reatment of HVAC a							
		he New Consulate Co			1	NT	E		
	Consulate C	eneral, Jeddah, KSA				"			
	Period of Pe	rformance: The contr	act will be for	one base					
	vear + four	ontion vears.							
25. ACCOUNTING	AND APPROPRIAT	TION DATA					26. TOTAL	AWARD AMO	UNT (For Govt. Use Only)
23. Accounting							1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
27a.SOLICITAT	ION INCORPORA	TES BY REFERENCE FAR 52	.212-1, 52.212-4. F/	AR 52.212-3 ANI	52.212-5 ARE	ATTACHED). ADDENDA	⊠ ARE	ARE NOT ATTACHED
27b.CONTRACT	PURCHASE ORD	ER INCORPORATES BY REF	ERENCE FAR 52.2	12-4. FAR 52.21	2-5 IS ATTACH	ED. ADDE	NDA	ARE ARE	ARE NOT ATTACHED
ISSUING OFFICE FORTH OR OTH	E. CONTRACTOR ERWISE IDENTIFE	TO SIGN THIS DOCUMENT A AGREES TO FURNISH AND ED ABOVE AND ON ANY AI S SPECIFIED HEREIN.	DELIVER ALL ITE	MS SET	YOUR OF	FER ON SO	TRACT: REF. LICITATION (BLOCI RE SET FORTH HER	K 5), INCLUD	DFFER DATED ING ANY ADDITIONS OR PTED AS TO ITEMS:
30a. SIGNATURE O	F OFFEROR/CONT	TRACTOR			31a. UNITED S	TATES OF A	AMERICA (SIGNATU	IRE OF CONT	RACTING OFFICER)
30b. NAME AND TI	TLE OF SIGNER (Type or print)	30c. DATE SIGNI	ED GENER	Michael		TING OFFICER (Typ)	5	31c. DATE SIGNED 05/15/2018
				10/00	CAMP OF A	121		CHANDA	RD FORM 1449

ODAH. SAUDI ARP

STANDARD FORM 1449

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFP Number **19SA4018R0008**, Prices, Block 23
- Continuation To SF-1449, RFP Number 19SA4018R0008, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property
- EXHIBIT A Statement of Work HVAC Water Treatment Systems
- EXHIBIT B Statement of Work Domestic (Potable) Water Treatment System

Section 2 - Contract Clauses

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

Section 3 - Solicitation Provisions

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

Section 4 - Evaluation Factors

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

Section 5 - Representations and Certifications

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

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFP NUMBER **19SA4018R0008** PRICES, <u>BLOCK 23</u>

1.0 DESCRIPTION

The American Consulate in Jeddah requires preventive maintenance services for Water Treatment of HVAC and Potable Water Systems. These services shall result in all systems being serviced under this contract being in good operational condition when activated.

- 1.2 The water treatment systems to be maintained are as follows:
 - HVAC Water Treatment System
 - Domestic (Potable) Water Treatment System

1.3. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in SAR OR USD. Prices for all Contract Line Item Numbers (CLIN) shall include proper disposal of toxic substances as per Item 7.1 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.

1.4. <u>PERIOD OF PERFORMANCE</u>

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

2.0 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.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$/SAR)	Total per year (\$/SAR)
001	Potable Water Treatment System	1	1 Quarterly			
002	HVAC Water Treatment System	2	Quarterly	4		
	Total					
	VAT					
	Total Base Year					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$/SAR)	Total per year (\$/SAR)
101	Potable Water Treatment System	1	Quarterly	4		
102	HVAC Water Treatment System	2	Quarterly	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	Potable Water Treatment System	1	Quarterly	4		
202	HVAC Water Treatment System	2	Quarterly	4		
	Total					
	VAT					
	Total Option Year 2					

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

CLIN	Description	Quantity of Equipment	of Type of		Unit price / service (\$/SAR)	Total per year (\$/SAR)
301	Potable Water Treatment System	1	Quarterly	4		
302	HVAC Water Treatment System	2	Quarterly	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	Potable Water Treatment System	1	Quarterly	4		
402	HVAC Water Treatment System	2	Quarterly	4		
	Total					
	VAT					
	Total Option Year 4					

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

2.8 Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside the 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.).

Emergency Service	Rates
Base Year	\$/SAR
Option Year 1	\$/SAR
Option Year 2	\$/SAR
Option Year 3	\$/SAR
Option Year 4	\$/SAR

3.0

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. SAR

4.0 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 *19SA4018R0008* SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. INTRODUCTION

- 1.1 The United States Department of State (DOS) requires services at the unclassified clearance level, to provide water treatment maintenance services at the Consulate Compound, US Consulate General Jeddah in accordance with this contract.
- 1.2 The water treatment systems to be maintained are as follows:
 - HVAC Water Treatment System
 - Domestic (Potable) Water Treatment System
- 1.3 The Overseas Buildings Operations (OBO) has a requirement to obtain water treatment maintenance services to execute this work, including logistics, customs, shipping, transportation, labor, water treatment chemicals, tools, water treatment testing kits/equipment, administrative and all associated management support functions. The water treatment service contract will include but not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control water-related problems such as corrosion, scaling, general deposits, and microbiological fouling of the HVAC and potable water systems. All work shall comply with the requirements described in the following, as a minimum:
 - NSF Standards (National Sanitation Foundation)
 - 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. OBJECTIVES

The purpose of this scope of work is to define the requirements for the planning, procurement, and maintenance of the HVAC and potable water systems located at the Consulate Compound. The intent of this service contract is to preserve the current piping, HVAC equipment, potable water systems, and sprinkler piping/equipment, and establish a cost effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling and meet water treatment goals. All work shall be executed in accordance with the project SOW, approved water treatment chemicals, associated contract documents and be compliant with all applicable safety, equipment and building codes and standards.

3. GENERAL REQUIREMENTS

- 3.1 This statement of work (SOW) describes the preventive maintenance and testing services and deliverables to be performed by the Contractor at the New Consulate Compound, U.S. Consulate General Jeddah.
- 3.2 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 United States Government (USG) personnel other than the Contracting Officer or Contract Officer's Representative.
- 3.3 This Statement of Work requires the Contractor to provide site assessment and survey services, project management, professional water treatment services, water treatment logistics and material procurement services, preventive maintenance and testing services, cost estimating and scheduling services, and general support services for this water treatment maintenance contract.
- 3.4 The Contractor's proposed and 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.
- 3.5 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.
- 3.6 All deliverables, documents, proposals, etc. submitted by the Contractor under this statement of work shall remain the property of the U.S. Government. All U.S. Government documents and data provided to the Contractor shall remain the property of the U.S. Government. The Contractor shall limit duplication and dissemination of all U.S. Government 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 Government, including all documents and data the Government provided to the Contractor. All service contract documents and media shall be submitted to the Government along with the Contractor's service report.
- 3.7 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.
- 3.8 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 the equipment/water 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.

- 3.9 After review of the US Government 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.
- 3.10.1 The Contractor shall provide 3 customer references of similar scope of work and US Dollar value.
- 3.10.2 The Contractor will not use any method or substances which 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 entirely the responsibility of the Contractor. The U.S. Consulate General, Jeddah will require the Contractor to repair/replace any damaged systems or pay for the cost of rectification.
- 3.10.3 The Contractor must, for the duration of the contracted Services, continue to maintain a quality control process which has been agreed to by the U.S. Consulate General, Jeddah, COR and the Contractor.
- 3.10.4 The Contractor shall provide the technician's resume and training documentations within 20 days of the notice to proceed.

4. CONTRACTING OFFICER'S REPRESENTIVE and POST CONTROL OFFICER

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

COR
Zia Ullah Khan - Mechanical Engineer (FAC)
khanz2@state.gov

5. PERFORMANCE CRITERIA

5.1 Performance Objective

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

- US Consulate General, satisfaction in respect to the maintenance of water treatment systems and prompt reaction to any change in arrangements or operational requirements of the US Consulate General;
- compliance with the statutory and regulatory provisions of the laws of the jurisdiction;
- best in class practices within the industry;
- risk reduction for the US Consulate General;
- preservation of asset value; and
- reduction in operating costs.

The Service 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.

5.2 Performance Benchmarks

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

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

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

5.3 Performance Monitoring and Reporting

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

6. SPECIFICATIONS

- 6.1 All equipment, chemicals, and testing procedures and kits shall be approved by the COR prior to use in the service contract.
- 6.2 The Contractor will be responsible for submitting the manufacture specifications, SDS sheets and equipment cut sheets for all equipment, chemicals (including chemical composition), and testing procedures in both English and Arabic languages.

6.3 HVAC Water Treatment System:

- 6.3.1 The Contractor shall use a molybdate based corrosion and scale inhibitor designed for closed hot and chilled recirculating water systems. The molybdate shall be in a liquid form with a pH level ranging from 6.8 to 12.5. The density of the molybdate shall be between 1.03 to 1.07 kg/L. The molybdate shall not contain any sodium nitrites. The chemicals shall be compatible with propylene glycol. The chemical composition of the molybdate shall contain at the minimum the following chemicals: Sodium Molybdate, Sodium Hydroxide, Sodium Tetraborate, and Pentahydrate.
- 6.3.2 The Contractor shall provide propylene glycol and maintain a 30% concentration in the chilled water systems. The glycol shall contain propylene with inhibitors and meet all specification requirements as the "Dowfrost" by Dow Chemical Company or approved equal.
- 6.3.3 The chilled water filter media shall be rated at 98 percent efficiency for 20 micrometer particulates. The filters shall fit in the Consulate's current filtration unit.
- 6.3.4 The chilled water shall be maintained with the parameters specified in Exhibit A HVAC Water Treatment Systems Statement of Work
- 6.4 Potable Water Treatment System:
- 6.4.1 The potable water shall be maintained with the parameters specified in Exhibit B Domestic (Potable) Water Treatment Systems Statement of Work

7. <u>SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT (SHEM)</u>

- 7.1. The Service Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the US Consulate General Jeddah Compound and in particular all equipment used by the Service 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 Service Contractor shall have the following requirements:
 - Numbers (CLIN) shall include proper disposal of toxic substances where applicable.
 - The Service Contractor's personnel shall be knowledgeable with and adhere to all relevant occupational health and safety legislation and MSDS sheets.
 - All electrical equipment and associated materials for the Services Contract comply with UL requirements.
 - Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances
 - Ensure that the Service Contractor's personnel comply with all safety procedures and requirements
 - Ensure that the Service 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 US Consulate Jeddah on request.
 - Ensure the Service 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;
- Training program(s) shall be presented and must satisfy the US Consulate General Jeddah during the submittal process.

8. MAINTENANCE SPECIFICATION DETAILS

- 8.1 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.
- 8.2 Hours of Work. The Service Contractor shall schedule all preventive maintenance during normal working hour which are defined as 8:00 AM to 5:00 PM Sunday through Thursday, inclusive of periodic maintenance that may be required on Saturdays, with the exception of any regular or special public holidays on which the US Consulate General Compound is not open, or as agreed with the US Consulate General prior to commencement of the contract.

9. SCOPE OF WORK

- 9.1 The water treatment Contractor shall provide both the required chemical products and necessary services to apply the chemicals, monitor their performance, and report the results. The water treatment service contract shall 1) preserve the interior waterside of current piping, HVAC equipment, potable water systems, and sprinkler piping/equipment, 2) reduce operating costs and establish a cost effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling, and 3) ensure the proper operation of water treatment equipment.
- 9.2 The water treatment Contractor shall provide a "support service water treatment" contract. The support service water treatment contract shall involve joint responsibilities between the consulate facility management staff and the water treatment vendor.
- 9.3 The support service water treatment program shall consist of the consulate facility management staff conducting routine (daily, weekly) water treatment tests of the HVAC and potable water treatment systems and emailing the results to the water treatment Contractor on a weekly basis. The Contractor will then be responsible for conducting a technical analysis of the weekly water 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 chemical dosages and/or equipment operations as necessary.
- 9.4 The water treatment Contractor shall visit the embassy on a Quarterly basis (4 times a year every 3 months) at 90 days consecutive intervals. The Contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.
- 9.5 The water treatment Contractor shall provide good chemicals and have a storage life expectance of at least 1 year.

- 9.6 The water treatment Contractor shall establish minimum and maximum control ranges for each treatment chemical and avoid unnecessary high levels of chemicals to mitigate cost and adverse chemical reactions from improper high level chemical dosage.
- 9.7 The water treatment Contractor shall perform the required services as described in the following SOW attachments, as applicable:

Exhibit A – HVAC Water Treatment System

Exhibit B – Potable Water Treatment System

- 9.8 The water treatment Contractor shall provide 32 hours of familiarization annually in both English and Arabic to acquaint operators in the necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.
- 9.9 The water treatment Contractor shall review the facility water treatment logs and the operating logs to verify the chemicals are within design parameters.
- 9.10 The water treatment Contractor shall discuss the water treatment conditions with the Facility Manager and operating engineers on a monthly basis and follow up with a written service report within 03 business days after each visit. The report shall be in English and contain the results of water treatment Contractor's on-site and laboratory tests, comment on the status of each system, and specific recommendations for action if necessary.

10. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

- 10.1 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the US Consulate General Jeddah. 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 security escorts, only with specific permission by the Facility Manager, Contracting Officer, or the COR.
- 10.2 Personnel security: The US Consulate General 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.
- 10.3 Standards of Conduct.
- 10.3.1 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 US Consulate General 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.
- 10.3.2 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.

- 10.3.3 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.
- 10.3.4 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.

11.0. DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel (#10.2)	1	5 days after contract award	COR
Certificate of Insurance (#12)	1	10 days after contract award	CO
Certification of disposal of toxic chemicals by local authorities (#7.1)	1	After each change	CO
Written test report (EXHIBIT A & B)	1	Within 30 days of site visit	FM
Invoice (#15)	1	After completion of each maintenance service	COR

12.0 <u>INSURANCE REQUIREMENTS</u>

12.1 <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.

12.2 <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

12.3 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	PWS Para	Performance Threshold
Services. Performs all services set forth in the performance work statement (PWS)	1 thru 15	All required services are 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. TRANSITIONS/CONTACTS

Within 10 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 General and the Contractor

Technical Specialist
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 General's payment office, whichever is later. Invoices shall be sent to:

Attention: Management Office Tel. #: +966 (2) 667 0080 ext. 4394/4379 U.S. Consulate General Jeddah, Saudi Arabia JeddahDBOL@state.gov

EXHIBIT A Statement of Work

HVAC Water Treatment Systems

I. GENERAL INFORMATION:

The United States Consulate in Jeddah requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's HVAC Water Treatment Systems.

II. PROJECT REQUIREMENTS:

HVAC System Description:

Chilled Water Loop –NOB and SDA 40 M³

DESCRIPTION OF EQUIPMENT *:

*Please see attachment at the end of this sheet for more details

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. US Embassy staff may have service manuals for all equipment included in this SOW. If they do not, the Contractor shall assist Embassy 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 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). Safety Data Sheets (SDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

At a minimum, the following work shall be accomplished:

HVAC Water Treatment Preventive Maintenance (PM)

Quarterly, Semi-Annually and/or Annually:

Water Treatment System, Closed Loop

- i. Safety & Special Instructions:
 - Chemicals must comply with the Environmental Protection Agency (EPA)
 regulations and handled in accordance with occupational safety requirements. Employ
 personal protection against corrosive or hazardous treatment chemicals as
 appropriate.
 - 2. Be familiar with the Safety Data Sheets of any chemicals used in the water treatment program.
 - 3. Water treatment specialists must be properly trained and certified.
 - 4. Water treatment must be based on proven standard engineering practices.
 - 5. Follow treatment as directed by manufacturer and in accordance with requirements specified under Section 6.
 - 6. Maintenance includes chemicals, chemical feeding, maintaining proper water conditions, controlling bleed off, protecting idle equipment, and record keeping.
 - 7. Ensure chemicals are properly stored; test equipment clean, and that chemicals have not passed expiration date.
 - 8. Maintain records and test results.
 - 9. All tests shall conform to the manufacturer test procedures and standard values.
- ii. Maintenance Description:

- 1. Inspect system and complete water analysis.
- 2. Monitor and test corrosion coupons (every 90 days for mold steel and copper coupons)

iii. Maintenance Procedures:

- 1. Sample water from the closed loop system per manufacturer's recommendations.
- 2. Test for the proper levels of chemicals in the closed loop system and adjust chemical feeds as necessary to maintain optimal conditions in the system.
- 3. Record test results in a logbook.
- 4. Use the conductivity meter to test for total solids and plot in a logbook. Record and analyze abnormal changes.
- 5. Check the total conductivity of the system with a conductivity meter. Record results in a logbook.
- 6. Check pH with the pH test strips and/or pH meter.
- 7. Clean sample bottles and wipe down all chemical treatment equipment.
- 8. Change corrosion coupons. Send used coupons to the laboratory for analysis. Contractor to supply written coupon corrosion test report to the Facilities Manager within fourteen (14) calendar days after analysis.

iv. Process Instrumentation Engineer Checks and Adjustments

- 1. Visual inspection for the controller, sensor, pumps, tubing and other accessories
- 2. Testing of the chemical parameters
 - a. pH
 - b. Total dissolved solids
 - c. Conductivity
 - d. Aerobic Plate Count
 - e. Corrosion Inhibitor Level
 - f. Biocide dosage of both the Biocides
 - g. Test supply water for base conditions (iron, manganese, alkalinity, total hardness, silica chloride)
- 3. Calibration of the sensor with known standard
- 4. Process calibration of conductivity by a calibrated instrument with a known standard
- 5. Make sure that the controller is functioning properly.
- 6. Make sure that the solenoid valves, contact water meter, inhibitor pump and biocide pumps are physically functioning properly as per the settings in the controller.
- 7. Make sure that the chemical is dosed only as per the specification
- 8. Submit service report with detailed description of errors and causes(if any) and corrective action taken.

The water treatment Contractor shall determine the dosage levels of chemicals and stay within the specified operating parameters:

Parameters	Maintenance Levels				
	Open System	Closed System			
Corrosion on mild steel	Less than 2.0 mpy	Less than 1.0 mpy			
Pitting attack on mild steel	None	None			
Corrosion on copper alloys	Less than 0.2 mpy	Less than 0.1 mpy			
Scaling and deposition	None	None			
Microbiological fouling	1. No visible deposits	1. No visible deposits			
	2. No health hazards	2. No health hazards			
	3. Total aerobic count	3. Total aerobic count			
	less than 10,000/ml	less than 10,000/ml			

List of Equipment: Filtration/Water Treatment Equipment

Filtration	Manufacturer	Make	Model	Number	Specifi	cations	Location
and					Micron	Absolute	
Membranes					rating	or	
						nominal	
Filter				PL-R2-			
	Rosedale	PL		POMF-	19		NOB and
Cartridge		series		19-P4			SDA
Chemical	Manufacturer	Make	Model	Number	_	cations	Location
Feeding					(Me	edia)	
				DB-5-			
				HP-			
Chemical Pot	GTP			VPBD-			
Feeder				FL06-			
				PG300-			
				AR			
					PVC Cou	pon Rack	
Coupon	GTP				with		NOB and
Assembly					01 Copper	coupon	SDA
					01 Mild St	eel coupon	

EXHIBIT B

Statement of Work

Domestic (Potable) Water Treatment System

I. GENERAL INFORMATION:

The United States Consulate General in Jeddah requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's Potable Water Treatment System.

II. PROJECT REQUIREMENTS:

Description: Domestic Water treatment system

Volume: Domestic Water 93M³

DESCRIPTION OF EQUIPMENT *:

Please see attachment at the end of this Exhibit A sheet for examples

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff should have service manuals for all equipment included in this SOW. If they do not, the Contractor will assist Embassy Staff in obtaining the manuals and ensure they have been received.

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 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). Safety Data Sheets (SDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

At a minimum, the following work must be done:

Monthly:

The Service program shall consist of the embassy facility management staff conducting routine (daily/weekly) operator testing of the potable water treatment systems and monthly e-mailing the results to the service 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 potable water treatment testing results from the embassy. The Contractor will then respond to the embassy within 24 hours to direct the embassy facility management staff to make any changes to the treatment plant operations to reestablish effective and efficient potable water treatment to meet water quality standards.

Quarterly:

Potable Water Treatment System

- i. Maintenance Description:
 - 1. Check and record pressures and chemical levels.
 - 2. Replace chemical dosing detection probes

ii.Safety and Special Handling Description:

- 1. Chemicals must comply with the Environmental Protection Agency (EPA) regulations, ANSI/NSF Standard 60 Certification and be handled in accordance with occupational safety requirements. Employ personal protection against corrosive or hazardous treatment chemicals as appropriate.
- 2. Be familiar with the Safety Data Sheets of any chemicals used in the water treatment program

- 3. Assure that post water treatment specialists understand the proper operation and maintenance of the equipment and correct any deficiencies found with on-site personnel's familiarizations with equipment.
- 4. Water treatment must be based on proven standard engineering practices and Post specific water treatment goals.
- 5. Follow treatment as directed by manufacturer.
- 6. Maintenance includes chemicals, chemical feeding, maintaining proper water conditions, controlling bleed off, protecting idle equipment, and record-,keeping
- 7. Ensure chemicals are properly stored, test equipment clean, and that chemicals have not passed expiration date.
- 8. All tests shall conform to the manufacturer test procedures and standard values.
- 9. Maintain records and test results

iii. Maintenance Procedures:

- 1. Review daily logs for trends
- 2. Check chemical levels in the chemical addition tanks. Adjust chemical level and clean tank if necessary.
- 3. Check system for any signs of leakage
- 4. Check all tubing for tightness
- 5. Inspect and clean metering pumps:
 - a. Check the pump diaphragm for damage, clean if needed.
 - b. Check chemical seepage at vent hole.
 - c. Check that the discharge tubing is connected firmly to the liquid end.
 - d. Check that the liquid end is generally watertight (especially vent hole)
 - e. Check for correct feed.
 - f. Check electrical connections for wear.
- 6. Replace the sensors (pH, chlorine, as applicable).
 - a. Clean filters, flow cell, and fittings.
- 7. Calibrate the new sensors.
- 8. Check chemical addition tanks to ensure no damage or leakage.
- 9. Test unit safety functions:
 - a. Ensure the alarm relay works.
 - b. Check the function of the flow sensor and ensure the controller stops.
- 10. Wipe down the unit.
- 11. Verify maintenance records for all components of the water treatment system.
- 12. Check total and free chlorine and pH in all domestic water tanks.

Semi-Annually (2 times per year):

Booster Pumps

- i. Safety & Special Instructions:
 - 1. Perform applicable lockout/tag-out steps of site safety procedures.
 - 2. Schedule outage with operating personnel.

- 3. Follow site and manufacturer's safety procedures.
- 4. Record and report equipment damage or deficiencies.
- 5. Obtain and review manufacturer operation and maintenance instructions.
- 6. All tests shall conform to the manufacturer test procedures and standard values.
- ii. Maintenance Description:
 - 1. Clean and inspect the booster pump.
 - 2. Clean and inspect motor.
 - 3. Lubricate motor.
- iii. Maintenance Procedures:
 - 1. Tag out unit.
 - 2. Clean and inspect pump.
 - a. Clean accumulated dirt and grime from pump casing, shaft coupling, and motor.
 - b. Inspect electrical wiring, motor, and controls for signs of over-heating, broken insulation, loose or corroded connections, or damaged conduit.
 - c. Check for evidence of leaks.
 - d. Check alignment of coupling and security of base-plate mounting bolts.
 - 3. Lubricate pump (if applicable).
 - 4. Conduct operational test of the circulating pump.
 - a. Start pump. Check flanges and fittings for leaks.
 - b. Check for unusual noise or vibration.
 - c. Return the unit to service.
 - 5. Check the motor.
 - a. Inspect electrical wiring, motor, and controls for signs of over-heating, broken insulation, loose or corroded connections, or damaged conduit.
 - b. Meggar check motor, record results.
 - c. Check running current and voltage for each phase, record results.
 - 6. Lubricate the motor (if applicable). NOTES: DO NOT OVERGREASE THE MOTOR. USE MOTOR RATED GREASE. DO NOT USE PUMP GREASE IN THE MOTOR.

Annually:

Potable Water Treatment System

(In addition to all quarterly maintenance described above)

- i. Safety & Special Instructions:
 - 1. Schedule outage with operating personnel.
 - 2. Follow site and manufacturer's safety procedures.
 - 3. Record and report any equipment damage or deficiencies found during this maintenance task.
 - 4. Record all test results in the component maintenance log.
 - 5. Obtain and review manufacturers operation and maintenance instructions.
- ii. Maintenance Description:
 - 1. Check the system for proper performance.

- 2. Service the system.
- 3. Check the backwash flow controller for proper operation.
- 4. Evaluate filter media for replacement (as applicable)
- iii. Maintenance Procedures (General)
 - 1. Cycle the backwash flow controller and verify proper operation (as applicable).
 - 2. Evaluate any media for replacement.
 - 3. Conduct water quality testing to verify maintenance of water quality treatment goals as specified by section 10 of this contract. Have treated water tested by a certified laboratory for an analysis of the following parameters: pH, alkalinity, aluminum, calcium, copper, bromide, fluoride, nitrite, nitrate, orthophosphate, silica, strontium, iron, manganese, lead, magnesium, sodium, chloride, total hardness, total dissolved solids (TDS), turbidity, free chlorine, coliform bacteria, HPC, and temperature.

iv. Maintenance Procedures

- 1. Check backwash filter
- 2. Check dosage/metering
- 3. Adjust dosage/metering
- 4. Measure water hardness and adjust system to achieve desired hardness level.
- 5. Measure water conductivity
- 6. Measure water pH number
- 7. Check pressure gauges for proper operation
- 8. Check electrical wiring and phasing
- 9. Check cleanliness
- 10. Check control system
- 11. Check system functioning
- 12. Measure turbidity, free chlorine residual, iron, manganese, total dissolved solids (TDS), alkalinity, and temperature of finished water

<u>Controllers:</u> Chemical and Other Treatment Processes (for example: Chlorine addition, pH adjustment, corrosion inhibitor addition), and Distribution Pumps.

- i. Safety & Special Instructions
 - 1. Schedule outage with operating personnel.
 - 2. Perform applicable lockout/tag-out steps of site safety procedures.
 - 3. Record and report equipment damage or deficiencies.
 - 4. Review and follow the manufacturer OM instructions.
 - 5. Record results in the equipment history log.
- ii. Maintenance Description:
 - 1. Clean and inspect controller.
 - 2. Operational test controller.
- iii. Maintenance Procedures:
 - 1. Visually inspect for broken parts, contact arcing, or any evidence of overheating.

- 2. Check line and load connections for tightness (check manufacturer instructions for torque specifications).
- 3. Check mounting screws for tightness.
- 4. Check all control wiring connections for tightness.
- 5. Check all timers/clocks for proper operation.
- 6. Clean interior and exterior of cabinet.
- 7. Energize circuit and check operation of the controller. Verify each controlled circuit operates properly.
- 8. Replace burned out pilot lights. Check alarm and remote indicators where applicable.
- 9. Evaluate UPS Power supplies for replacement.

Pump, Water (Submersible)

- i. Safety & Special Instructions:
 - 1. Schedule outage with operating personnel.
 - 2. Follow site and manufacturer's safety procedures.
 - Record and report any equipment damage or deficiencies found while performing this maintenance task.
 - 4. Record all test results in the component maintenance log.
 - 5. Obtain and review manufacturer operating and maintenance instructions.
 - 6. All tests shall conform to the manufacturers test procedures and standard values.
- ii. Maintenance Description:
 - 1. Test the pump. (Annual)
- iii. Maintenance Procedures:
 - 1. Inspect electrical wiring for damage.
 - 2. For recirculation pumps, verify pump is pumping at capacity.
 - 3. For jockey pumps, verify pump is pumping at the required pressure.
 - 4. Measure actual current draw and compare to nameplate readings.
 - 5. Measure voltage at the pump and compare to nameplate readings.
 - 6. Meggar test the motor.

Water Tanks with Controls (Above and Underground)

- i. Safety & Special Instructions:
 - 1. Perform applicable lockout/tag-out steps of site safety procedures to ensure machinery will not start.
 - 2. Schedule outage with operating personnel.
 - 3. Follow site and manufacturer's safety procedures.
 - 4. Record and report to the post any equipment damage or deficiencies found while performing this maintenance task.
 - 5. Record all test results in the component maintenance log.
 - 6. Obtain and review manufacturer operation and maintenance instructions.
 - 7. All tests shall conform to the manufacturer test procedures and standard values.

- ii. Maintenance Description:
 - 1. Test operation of sluice gate.
 - 2. Operational test of the water tank
 - 3. Test operation of controls.
- iii. Maintenance Procedures:
 - 1. Examine visible interior of tank including fittings, hatches, ladders, manholes, and hand-holes for signs of corrosion, and correct as indicated.
 - 2. Clean, test and inspect sight glasses, valves, fittings, drains and controls.
 - 3. Clean and inspect tank level control panel.
 - a. Clean exterior of panel and inspect front panel components for damage.
 - b. Clean interior panel components of dust and foreign material.
 - c. Inspect electrical wiring for damage and loose connections.
 - d. Inspect relays for damaged contacts and signs of over-heating.
 - 4. Operational Test panel/electronic control units and mechanical level control equipment.
 - a. Verify that all alarm, control, and communication circuits operate correctly.
 - b. Verify that mechanical level indicating and control devices are functioning properly.
 - 5. Look for presence of contamination (bugs, frogs, snakes, paper, plastic, etc.). Notify the post if found.
 - 6. Tanks should be drained, cleaned, and disinfected as per current U.S. Department of State Guidelines (ALDAC 137958).
 - 7. Return system to service.

The water treatment Contractor shall determine the dosage levels of chemicals and stay within the specified operating parameters:

Parameters	Maintenance Levels
For Maintenance of Potable Water Quality	
Treatment Goals	
Chlorine Residual	0.2 - 0.5 mg/L in all parts of the distribution
	system
Microbiological and Chemical constituents	Treated water meets U.S. Environmental
	Protection Agency Primary and Secondary
	Drinking Water Regulations (40 CFR Parts
	141-143)
For Maintenance of Piping and Equipment	
Corrosion on mild steel	Less than 2.0 mpy
Pitting attack on mild steel	None
Corrosion on copper alloys	Less than 0.2 mpy
Scaling and deposition	None
Microbiological fouling	1. No visible deposits
	2. No health hazards
	3. Total Heterotrophic Plate Count (HPC)

Potable Water Treatment System Components and Equipment List:

Control Panel and Valves	Manufacture r	Make	Model	Specification s	Locatio n
Panel	TIGERFLOW	TIGERFLO	E-	HMI - C-6	UTL
Controls		W	SERIE	PLC - PB14	Buildin
			S		g
Actuator					
S					

Water Treatment Skids/Equipment

Filtration	Manufactur		Mode	Numbe	Specif	fication	Locati
and	er	е	1	r	s		on
Membranes					Micro	Absolu	
					n	te or	
					ratin	nomina	
					g (µ)	1	
Cartridge	Aqua		4V30		1 & 5		UTL
Filtration	Purificati		-316				Buildi
	on						ng
	Systems,						
	Inc.						
Twin	MRLO		MID-		5-10		UTL
Alternating			24G-				Buildi
Multi Media			2"				ng
Skid							
Twin	MARLO		ACA-				UTL
Alternating			24G-				Buildi
Carbon			2"				ng
Filter Skid							
Softening	Manufactur	Mak	Mode	Numbe	Specif	fication	Locati
and Ion	er	е	1	r		s	on
Exchange					(Me	edia)	
Softening							
Iron/Mangan							
ese Removal							

Chemical	Manufact	Make	Mode	Numbe	Chemical	Locat
	urer		1	r	[liquid	ion
					(sodium)	
					or solid	
					(calcium)	
					hypochlori	
					te]	
Chlorination						
pH Adjustment						
Corrosion						
Inhibitor						
Other Chemical						

Storage	Number of Tanks	Type (bladder pressure or atmospheric)	Material	Volume	Location (above or below ground)
Raw Water	3			646M ³	UTL Above
Storage					ground
Finished	2			93M ³	UTL Above
Water					ground
Storage					

Pumps	Manufacturer	Model	Serial	Capacity	Electrical
		Number	Number		
Well					
Booster					
1	TIGERFLOW	DVT-3SM-		80GPM	
		A1-S2-VT-		@50psi	
2	SIMMONS	P		40 GPM-	380/3/60
		SP4C-		3hp,	
		9STAGE		2900RPM	
Chlorine	Krypton®K	70005200K		0-4 mg/l	230V AC
Measuring					
System					
Chlorine	Roytronic®	ModelA		0.5 GPH	220-240V,
Dosing		143-918SI			60Hz
System					

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) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).

Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- (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) <u>52.203-13</u> , Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C</u>
<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 2005.)
(4) <u>52.204-10</u> , Reporting Executive Compensation and First-Tier Subcontract Awards
(Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
(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

__ (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) (<u>42 U.S.C. 1792</u>).
- __(11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C.</u> <u>5112(p)(1)</u>).
- (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) <u>52.222-21</u>, 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 https://www.ecfr.gov/cgi-bin/text-

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-1445. 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 a	ddress stated on the cover page of	this contract, unless a	separate remittance
address is sho	wn below:		

•••••	

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 **Zia Khan, 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 624.309-70(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 http://www.dol.gov/owcp/dlhwc/lscarrier.htm.
- (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 http://www.dol.gov/owcp/dlhwc/lscarrier.htm]

- A.2. Information demonstrating the offeror's/quoter's ability to perform, including: [Note to Contracting Officer: Revise, add to, or delete from the following list, as needed]
- (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 <u>5</u> 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.
 - a copy of the Certificate of Insurance, or
 - CR (Commercial registration) Copy, VAT certificate,
 - 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: http://www.acquisition.gov/far/ or http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm.

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

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

PROVISION TITLE AND DATE

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 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 <u>May 3rd 2018</u> at <u>10 AM</u> at <u>New Consulate</u> <u>Compound_Mohammedia District, Jeddah KSA</u>. Prospective offerors/quoters should contact <u>Jeddahcontractingoffice@state.gov</u> for additional information or to arrange entry to the building.

Details shall be submitted to the Jeddahcontracting office @state.gov on April 30th 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 AOMCompetitionAdvocate@state.gov.
 - (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Michael Longhauser, at 012-6670080, Fax 012-6693082 . 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 5.1, 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 123. 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 □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ______.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.
- (i) It \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:
[List as necessary] (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(a)(1) Dans A manifest First Trade A successful Trade A st Cont. C

- (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. §6155. 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

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 \square does \square 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 5.108-2(b) applies or the requirement is waived in accordance with the procedures at 5.108-4.
- (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.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following
information:
Immediate owner CAGE code:
Immediate owner legal name: (Do not use a "doing business as" name)
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the
immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code:
Highest-level owner legal name:
(Do not use a "doing business as" name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction
under any Federal Law.
(1) As required by sections 744 and 745 of Division E of the Consolidated and Further
Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in
subsequent appropriations acts, The Government will not enter into a contract with any
corporation that.
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and
administrative remedies have been exhausted or have lapsed, and that is not being paid in a
timely manner pursuant to an agreement with the authority responsible for collecting the tax
liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has
considered suspension or debarment of the corporation and made a determination that suspension
or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24
months, where the awarding agency is aware of the conviction, unless an agency has considered
suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(2) The Offeror represents that.
(i) It is \Box is not \Box a corporation that has any unpaid Federal tax liability that has been assessed,
for which all judicial and administrative remedies have been exhausted or have lapsed, and that
is not being paid in a timely manner pursuant to an agreement with the authority responsible for
collecting the tax liability; and
(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal
law within the preceding 24 months.
(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16,
Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it \square is or \square is not a successor to a predecessor that held a Federal
contract or grant within the last three years.
(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following
information for all predecessors that held a Federal contract or grant within the last three years (if
more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: (or mark "Unknown")
Predecessor legal name:(Do not use a "doing business as" name)
(Do not use a "doing business as" name)
(s) [Reserved].
(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all
solicitations that require offerors to register in SAM (52.212-1(k)).
(1) This representation shall be completed if the Offeror received \$3.5 million or more in
contract awards in the prior Federal fiscal year. The representation is optional if the Offeror
received less than \$3.5 million in Federal contract awards in the prior Federal fiscal year.
(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not
publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible
website the results of a greenhouse gas inventory, performed in accordance with an accounting

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

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