

SOLICITATION /CONTRACT/ ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 24, & 30</i>		1. REQUISITION NUMBER		Page 1 of 44	
CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER S-BE200-12- Q-0025	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL		a. NAME Christopher G. Pixley PixleyCG@state.g ov		b. TELEPHONE NUMBER(No collect calls) 02/811.5079	8. OFFER DUE DATE: LOCAL TIME May 18, 2012 at 16:00 PM
9. ISSUED BY CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB	12. DISCOUNT TERMS
U.S. EMBASSY		<input checked="" type="checkbox"/> UNRESTRICTED FORMCHECKBOX SET ASIDE: % FOR FORMCHECKBOX SMALL BUSINESS		DESTINATION UNLESS BLOCK IS MARKED FORMCHECKBOX SEE SCHEDULE	
Procurement Officer		FORMCHECKBOX HUBZONE SMALL BUSINESS		FORMCHECKBOX 13a. THIS CONTRACT IS A RATED ORDER UNDER	DPAS (15 CFR 700)
Regentlaan 27 bd. du Régent		FORMCHECKBOX 8(A)		13b. RATING	
1000 BRUSSEL/ BRUXELLES		NAICS: SIZE STD:		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ FORMCHECKBOX IFB FORMCHECKBOX RFP	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
See Attachment "A" for locations to be serviced		U.S. EMBASSY, JAS/GSO			
17a. CONTRACTOR/ CODE OFFEROR	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE			
		U.S. Embassy Financial Management Center Regentlaan 25 1000 Brussels			
FORMCHECKBOX 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED FORMCHECKBOX SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

	Maintenan ce of water softeners and salt deliveries ----- ----- ----- ----- -----				€
	(Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA € 15,320.00			26. TOTAL AWARD AMOUNT (For Govt. Use Only) Total Not to Exceed €		
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE NOT ATTACHED. FORMCHECKBOX 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA FORMCHECKBOX ARE FORMCHECKBOX ARE NOT ATTACHED.					
(X) 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			FORMCHECKBOX 29.AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
		Christopher G. Pixley, Contracting Officer			

STANDARD FORM

SF-1449 (REV 4/2002)

TABLE OF CONTENTS

Section 1 - The Schedule

Page

SF 18 or SF 1449 cover sheet

1

Continuation To SF-1449, RFQ Number S-BE200-12-Q-0025,

3	Prices, Block 23	
	Continuation To SF-1449, RFQ Number S-BE200-12-Q-0025,	
10	Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement	
	Attachment A to Description/Specifications/Performance Work Statement, Government Furnished Property	14
Section 2 - Contract Clauses		
	Contract Clauses	
16	Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12	21
Section 3 - Solicitation Provisions		
	Solicitation Provisions	
27	Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12	28
Section 4 - Evaluation Factors		
	Evaluation Factors	
30	Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12	31

Section 5 - Representations and Certifications

Offeror Representations and Certifications

32

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

43

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER **S-BE200-12-Q-0025**
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

General

The purpose of this Request for Quotations (RFQ) is for the annual maintenance, including salt delivery, of water softeners installed in U.S. Government owned and/or rented offices, residences and apartments within the Brussels Metropolitan area, in accordance with Attachment 1.

Contract Line Items

Nine (9) different line items are included in this contract. Please use Attachment 1 as a reference.

Type 1 Water softeners: one visit per year, during which the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A. **Type 1 water softeners do not require salt**, only annual maintenance is required.

Type 2 Water softeners: one visit per year, during which the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A., or as per the specific manufacturer's instructions, and **75 kg** of salt will be added.

Total kg of salt per year: 75 kg.

Type 3 Water softeners: one visit per year, during which the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A., or as per the specific manufacturer's instructions, and **150 kg** of salt will be added.

Total kg of salt per year: 150 kg.

Type 4 Water softeners: two visits per year. During the **first** visit, the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A, or as per the specific manufacturer's instructions, and **125 kg** of salt will be added. During the **second** visit, no maintenance is required. Only **125 kg** of salt will be added.

Total kg of salt per year: 250 kg.

Type 5 Water softeners: two visits per year. During the **first** visit, the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A., or as per the specific manufacturer's instructions, and **200 kg** of salt will be added. During the **second** visit, no maintenance is required. Only **200 kg** of salt will be added.

Total kg salt per year: 400 kg.

Type 6 Water softeners: two visits per year. During the **first** visit, the softener will be

maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A., or as per the specific manufacturer’s instructions, and **300 kg** of salt will be added. During the **second** visit, no maintenance is required. Only **300 kg** of salt will be added.

Total kg of salt per year: 600 kg

Type 7 Water softeners: two visits per year. During the **first** visit, the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A., or as per the specific manufacturer’s instructions, and **450 kg** of salt will be added. During the **second**, no maintenance is required. Only **450 kg** of salt will be added.

Total kg of salt per year: 900 kg.

Type 8 Water softeners: three visits per year. During the **first** visit, the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A., or as per the specific manufacturer’s instructions, and **300 kg** of salt will be added. During the **second** and **third** visits, no maintenance is required. Only **300 kg** of salt will be added.

Total kg of salt per year: 900 kg.

Type 9 Water softeners: two visits per year. During the **first** visit, the softener will be maintained as described under Schedule of Supplies/Services – Description/ Specifications/Work Statement, Para. A., or as per the specific manufacturer’s instructions, and **750 kg** of salt will be added. During the **second** visit, no maintenance is required. Only **750 kg** of salt will be added.

Total kg of salt per year: 1500 kg.

Contract Type

This Request for Quotations (RFQ) will result in an Indefinite-Delivery Indefinite-Quantity (IDIQ) **firm-fixed price contract**. The number of water softeners to be serviced may change (increase/decrease) at any time during the contract.

Contract Term

The contract will be for a one-year period from the date of the contract award, with four (4) one-year options.

II. PRICING

The Contractor shall complete all work, including furnishing of labor, material, equipment and services, required under this contract, for properly maintaining all water softeners. The prices listed below shall also include all overhead charges (such as the cost for necessary insurance) and profit.

All prices shall be in Euro (€) and without VAT of which the Embassy is exempt.

The different types of maintenance visits (line items) are listed under “**Type**”.

“**No. of Visits**”, is the number of visits required for each Type (line item) annually.

“**Salt Delivery per visit (in kg)**” is the amount of salt in kilograms, which must be delivered each visit.

“**Cost per Salt Delivery**” is the cost in Euro per delivery of the required amount of salt.

“**Total Salt Cost**” is the total cost of all salt deliveries required on an annual basis for each Type (line item), excluding the cost of the regular annual maintenance.

“**Maintenance Cost**” is the cost in Euro of the annual maintenance visit, excluding the cost for delivery of salt.

“**Annual Cost (Maintenance + Salt Deliveries)**” should be the total cost in Euro amount of the maintenance plus the total cost for all salt deliveries for each Type (line item).

II.A Base Year (July 1, 2012 – June 30, 2013)

	Type	No. of Visits Per Year	Salt Delivery per visit (in KG)	Cost per Salt Delivery €	Total Salt Cost €	Maintenance Cost €	ANNUAL COST (MAINTENANCE + SALT DELIVERIES) €	Number of water softeners of each Type	TOTAL
				€1					
					10N/A				
N/AN/A2									
			175X		73				
			1150X		64				
			2125X		195				
			2200X		186				
			2300X		107				
			2450N/A8						
			3300X		39				
2750X		1							

TOTAL ESTIMATED COST PER YEAR – BASE YEAR	€
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II.A.1 Minimum and Maximum Amounts

During this contract period, the Government shall place orders totaling a minimum of **€ 5,000**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **€ 50,000**. This reflects the contract maximum for this period of performance.

II.B Option Year 1 (July 1, 2013 – June 30, 2014)

TypeNo. of Visits
 Per YearSalt Delivery per visit
 (in KG)Cost per Salt Delivery
 €Total Salt Cost
 €Maintenance Cost

€ANNUAL COST (MAINTENANCE + SALT DELIVERIES)
€Number of water softeners of each TypeTOTAL

	€1				
N/AN/A2		10N/A			
		175X	73		
		1150X	64		
		2125X	195		
		2200X	186		
		2300X	107		
		2450N/A8			
		3300X	39		
2750X	1				

TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 1	€
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II.B.1 Minimum and Maximum Amounts

During this contract period, the Government shall place orders totaling a minimum of **€ 5,000**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **€ 50,000**. This reflects the contract maximum for this period of performance.

II.C Option Year 2 (July 1, 2014 – June 30, 2015)

Type
No. of Visits
Per Year
Salt Delivery per visit
(in KG)
Cost per Salt Delivery
€
Total Salt Cost
€
Maintenance Cost

€ANNUAL COST (MAINTENANCE + SALT DELIVERIES)
€
Number of water softeners of each Type
TOTAL

	€1			
N/AN/A2	10	N/A		
	175	X	73	
	1150	X	64	
	2125	X	195	
	2200	X	186	
	2300	X	107	
	2450	N/A	8	
	3300	X	39	
2750	X	1		

TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 2	€
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II.C.1 Minimum and Maximum Amounts

During this contract period, the Government shall place orders totaling a minimum of **€ 5,000**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **€ 50,000**. This reflects the contract maximum for this period of performance.

II.D Option Year 3 (July 1, 2015 – June 30, 2016)

Type
No. of Visits
Per Year
Salt Delivery per visit
(in KG)
Cost per Salt Delivery
€
Total Salt Cost
€
Maintenance Cost

€ANNUAL COST (MAINTENANCE + SALT DELIVERIES)
€
Number of water softeners of each Type
TOTAL

	€1			
N/AN/A2		10	N/A	
	175X	73		
	1150X	64		
	2125X	195		
	2200X	186		
	2300X	107		
	2450N/A8			
	3300X	39		
2750X	1			

TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 3	€
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II.D.1 Minimum and Maximum Amounts

During this contract period, the Government shall place orders totaling a minimum of **€ 5,000**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **€ 50,000**. This reflects the contract maximum for this period of performance.

II.E Option Year 4 (July 1, 2016 – June 30, 2017)

TypeNo. of Visits
Per YearSalt Delivery per visit
(in KG)Cost per Salt Delivery
€Total Salt Cost
€Maintenance Cost

€ANNUAL COST (MAINTENANCE + SALT DELIVERIES)
€Number of water softeners of each TypeTOTAL

	€1	
N/AN/A2	10N/A	
	175X	73
	1150X	64
	2125X	195
	2200X	186
	2300X	107
	2450N/A8	
	3300X	39

2750X 1

TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 4	€
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II.E.1 Minimum and Maximum Amounts

During this contract period, the Government shall place orders totaling a minimum of **€ 5,000**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **€ 50,000**. This reflects the contract maximum for this period of performance.

II.F GRAND TOTAL:

BASE YEAR TOTAL:	€
FIRST OPTION YEAR TOTAL:	€
SECOND OPTION YEAR TOTAL:	€
THIRD OPTION YEAR TOTAL:	€
FOURTH OPTION YEAR TOTAL:	€ _____
GRAND TOTAL:	€

CONTINUATION TO SF-1449,
RFQ NUMBER **S-BE200-12-Q-0025**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A. Work Description.

This contract is for the annual maintenance of different brands and types of water softeners installed in a number of US Government owned and/or leased office buildings, residences, and apartments, mainly in the Brussels area. The contract also covers delivery of the necessary salt in the quantities as shown on the Attachment "A".

Today, a total of 64 water softeners are included for maintenance. It should be noted however, that this number could change (increase/decrease) at any time during the base year or any of the contract option years, if exercised.

Unless specifically required by the manufacturer, the annual maintenance for each water softener will include but is not limited to the following:

- Analysis of the water before and after treatment;
- Inspection of the valves;
- Cleaning of the admission valve;
- Inspection of the timer and/or aqua sensor;
- Inspection of the hydraulic control systems;
- Cleaning and testing of the regeneration process and water flow;
- Cleaning of salt container;
- Adding of the necessary salt;
- Inspection and tuning of the overall functioning of the equipment.

During the scheduled annual maintenance, the contractor will be allowed to replace small parts, which are found defective, for a maximum amount per location of € 125.00 without the prior approval from the Contracting Officer's Representative (COR). For all repairs requiring parts which exceed € 125.00 per location, the contractor **MUST** obtain prior approval from the COR.

B. Work Schedule.

Scheduled and timely performance is essential under this contract.

The contractor shall submit an annual work plan schedule for each location listed in this contract within 45-60 days of notification of contract renewal complete work schedule for each location listed in this contract. This schedule will indicate the date and time (A.M - P.M.) for each intervention. The COR will then review it, and if necessary request changes to this schedule. Once a definite work schedule has been established, the contractor will follow it strictly. The Embassy shall, in case of an emergency, have the right to make last minute changes to the schedule, in mutual agreement with the contractor. The Embassy will under no circumstances accept claims from the contractor for services that were refused, or could not be executed, because they were presented at a time other than established in the work schedule or as mutually agreed.

C. Reports

After execution of each maintenance visit, the contractor shall make a full report of his findings and forward such to the COR. Payment will be refused in case the contractor fails to forward these reports. Each report must contain the following information:

- Date;
- Time of arrival and departure of the technician;
- Description of the services;
- Description of the parts used;
- Amount of salt added;
- Name and signature of the technician;
- Name and signature of the recipient.

D. QUALITY ASSURANCE PLAN (QAP).

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.

<i>Performance Objective</i>	<i>PWS Para</i>	<i>Performance Threshold</i>
<u>Services.</u> Performs all water softener maintenance and delivery of salt deliveries set forth in the performance work statement (PWS)	Paragraphs A, B C	All required services are performed and no more than one (2) customer complaints are received per year. Maintenance and delivery of salt are performed within scheduled time frames.

D.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

D.2 STANDARD. The performance standard is that the Government receives no more than two (2) customer complaints per year. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions- Commercial Items (May 2001), if any of the services exceed the standard.

D.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

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

E. Invoice Requirements and Payment

(a) The Contractor shall submit a separate invoice **WITHOUT ANY VAT** for each Key Number, to the payment office at the address shown in paragraph (d) below. Payments shall be authorized against the Contractor's proper invoices that have been approved by the COR or designee. Payment will be made in accordance with FAR 52.232-25 Prompt Payment in Section 2, upon certification of satisfactory performance by the COR.

The Contractor's original invoices are payable in full within 30 days after receipt of a valid invoice.

A proper invoice must include the following information.

- Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
- (2) Invoice date.
- (3) Contract number
- (4) Summary of services with the following additional information:
 - a) Make and model of water softener
 - b) Location
 - c) Quantity of salt delivered
 - d) Cost of salt delivery
 - e) Cost of maintenance
- (5) Prompt payment discount, if any.
- (6) Name, Title, Phone Number, and address of person to contact in case of an incorrect invoice.

(b) If an invoice does not contain the above information, the Government reserves the

right to reject the invoice as improper and return it to the Contractor within seven calendar days. The Contractor must then submit a proper invoice.

(c) It shall be the COR who will interact with the Contractor on any invoice problems.

(d) The contractor shall send invoices to:

**U.S. Embassy,
Financial Management Center,
Regentlaan 27 Bd. du Régent,
1000 Brussels.**

(e) The designated Government payment office for this contract is also shown in Block 18a of Standard Form 1449, "Solicitation, Contract, Order for Commercial Items".

(f) Payment shall be made in EURO.

Attachment A
Performance Work Statement

The exact addresses will be provided upon award of contract

Ref. Nr.	ADDRESS	BRAND/MAKE	Nr. of deliveries	Kg per delivery	Total delivery
	1000 Bruxelles	GE39E DUPLEX	2	300	600
	1000 Brussel	FLECK 13L	1	75	75
	1000 Bruxelles	ACS5132	3	300	900
	1160 Brussel	GE39E DUPLEX	3	300	900
	1200 Brussel	FLECK	2	200	400
	3078 Everberg	CULLIGAN	2	200	400
	3080 Vossem Tervuren	ACS 17 VCC	2	125	250
	3080 Vossem Tervuren	ACS18DVC	2	125	250
	1410 Waterloo	BRUNNER	2	200	400
	1200 Brussel	UNKNOWN	2	300	600
	1150 Brussel	Ecowater systems	2	125	250
	1050 Brussel	FLECK 13L	1	75	75
	1933 Sterrebeek	ACS18DVC	2	125	250
	3090 Overijse	BWT EUROMAT	2	200	400
	1970 Wezembeek- Oppem	Ecowater Watrex	2	125	250
	1970 Wezembeek- Oppem	GENERAL ELECTRIC	2	200	400
	3080 Vossem Tervuren	FLECK	2	300	600
	1933 Sterrebeek	AQUARIMA AR	2	125	250
	1933 Sterrebeek	ACS 17 VCC	2	125	250
	1150 Brussel	WATER GENIUS	2	200	400
	1950 Kraainem	BAYARD	2	125	250
	1950 Kraainem	GE20VCC	2	125	250
	1200 Brussel	GE20VCC	1	150	150
	1933 Sterrebeek	SOFTLINE	1	150	150
	1150 Brussel	WATER GENIUS	2	200	400
	1150 Brussel	WATER GENIUS	2	200	400
	1410 Waterloo	CULLIGAM	2	200	400
	3080 Vossem Tervuren	Aqua Claro	2	125	250

	3080 Vossem Tervuren	CULLIGAN	2	300	600
	1950 Kraainem	FLECK 5600 ECO	2	200	400
	3080 Vossem Tervuren	ERIE 17ECO	2	200	400
	1933 Sterrebeek	softline	2	200	400
	1200 Brussel	ERIE 17ECO	2	200	400
	1950 Kraainem	Bewamat 50 SE	2	200	400
	1040 Brussel	BEWAMAT	1	75	75
	1200 Brussel	BAYARD Diplomat	2	125	250
	3080 Vossem Tervuren	BWT	1	150	150
	3080 Vossem Tervuren	AQUACARE	2	125	250
	3070 Kortenbergh	AQUA SERVICE	1	75	75
	1060 Saint- Gilles	BWT	2	300	600
	1200 Woluwe- Saint-Lambert	Aqua Service	1	75	75
	1040 Etterbeek	BUDGET	2	200	400
	1933 Sterrebeek	ECO WATER SYSTEMS	1	75	75
	1200 Woluwe- Saint-Lambert	Culligan	2	125	250
	1150 Woluwe- Saint-Pierre	watergenius	2	200	400
	1933 Sterrebeek	AquaCare	1	75	75
	3080 Tervuren	Eco Water	1	150	150
	3080 Tervuren	Tubilit	2	125	250
	1970 Wezembeek- Oppem	Judo	1	150	150
	1150 Woluwe- Saint-Pierre	not knows	2	125	250
	1140 Evere	CULLIGAN	2	750	1500
	1140 Evere	FLECK 5600 ECO	2	300	600
	1000 Bruxelles	FI2850 150L+ 5LECO	2	300	600
	1180 Brussel	CULLIGAN MARK 5	2	300	600
	1150 Brussel	CULLIGAN	2	300	600
	3080 Vossem Tervuren	FLECK	3	300	900
	1950 Kraainem	GXOF27e	1	150	150
	1150 Bruxelles	CULLIGAN MARK 515	2	125	250
	1150 Brussel	WATER GENIUS	2	125	250
	1180 Brussel	FLECK EUROPE	2	300	600
	1040 Brussel	Aqua-O-Matic	2	200	400

	1150 Woluwe-Saint-Pierre	BWT - BEST WATER TECHNOLOGY	2	125	250
	1970 Wezembeek-Oppem	BEWAMAT 50 SEN 875	2	125	250
	1950 Kraainem	Tubimeter	2	200	400

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), 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 2011)

(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) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \\
"wp1151848"[52.222-50](#), Combating Trafficking in Persons (Feb 2009) (HYPERLINK
"http://uscode.house.gov/"[22 U.S.C. 7104\(g\)](#)).

___Alternate I (Aug 2007) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \\
"wp1151848"[52.222-50](#) (HYPERLINK "http://uscode.house.gov/"[22 U.S.C. 7104\(g\)](#)).

(2) HYPERLINK "https://www.acquisition.gov/far/current/html/52_233_240.html" \\
"wp1113329"[52.233-3](#), Protest After Award (AUG 1996) (HYPERLINK "http://
uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++
%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE
%20%20%20%20%20%20%20%20%20%20"[31 U.S.C. 3553](#)).

(3) HYPERLINK "https://www.acquisition.gov/far/current/html/52_233_240.html" \\
"wp1113344"[52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)
(Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) HYPERLINK "https://www.acquisition.gov/far/current/html/52_200_206.html" \\
"wp1137622"[52.203-6](#), Restrictions on Subcontractor Sales to the Government
(Sept 2006), with Alternate I (Oct 1995) (HYPERLINK "http://uscode.house.gov/
uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2+13++%2841%29%20%20AND
%20%28%2841%29%20ADJ%20USC%29%3ACITE
%20%20%20%20%20%20%20%20%20%20"[41 U.S.C. 253g](#) and HYPERLINK "http://
uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++
%2810%29%20%252"[10 U.S.C. 2402](#)).

___ (2) HYPERLINK "https://www.acquisition.gov/far/current/html/52_200_206.html" \\
"wp1141983"[52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010)
(Pub. L. 110-252, Title VI, Chapter 1 (HYPERLINK "http://uscode.house.gov/"[41 U.S.C. 251 note](#))).

___ (3) HYPERLINK "https://www.acquisition.gov/far/current/html/52_200_206.html" \\
"

(June 2003) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" [15 U.S.C. 644](#)).

__ (ii) Alternate I (Oct 1995) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136017" [52.219-7](#).

__ (iii) Alternate II (Mar 2004) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136017" [52.219-7](#).

__ (13) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136032" [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (14)(i) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136058" [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" [15 U.S.C. 637\(d\)\(4\)](#)).

__ (ii) Alternate I (Oct 2001) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136058" [52.219-9](#).

__ (iii) Alternate II (Oct 2001) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136058" [52.219-9](#).

__ (iv) Alternate III (Jul 2010) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136058" [52.219-9](#).

__ (15) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136174" [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) (HYPERLINK "<http://uscode.house.gov>" [15 U.S.C. 644\(r\)](#)).

__ (16) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136175" [52.219-14](#), Limitations on Subcontracting (Nov 2011) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" [15 U.S.C. 637\(a\)\(14\)](#)).

__ (17) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136186" [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

__ (18)(i) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136333" [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++>

%2810%29%20%252" [10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136333"[52.219-23](#).

___ (19) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136374"[52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%252>" [10 U.S.C. 2323](#)).

___ (20) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136380"[52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%252>" [10 U.S.C. 2323](#)).

___ (21) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136387"[52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" [15 U.S.C. 657 f](#)).

___ (22) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1139913"[52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" [15 U.S.C. 632\(a\)\(2\)](#)).

___ (23) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1144950"[52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).

___ (24) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1144420"[52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).

___ (25) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1147479"[52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

___ (26) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1147630"[52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

___ (27) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1147656"[52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

___ (28) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1147711"[52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

___ (29) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1158632"[52.222-35](#), Equal Opportunity for Veterans (Sep 2010)(HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>"[38 U.S.C. 4212](#)).

___ (30) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1148097"[52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>"[29 U.S.C. 793](#)).

___ (31) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1148123"[52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).

___ (32) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1160019"[52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1156645"[52.222-54](#), Employment Eligibility Verification (JAN 2009). (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 HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%2022_18.html" \ "wp1089948"[22.1803](#).)

___ (34)(i) HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ "wp1168892"[52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (HYPERLINK "<http://uscode.house.gov/>"[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 HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ "wp1168892"[52.223-9](#) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+250+1286++%2842%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>"[42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (35) HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ "wp1178433"[52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) (HYPERLINK "<http://uscode.house.gov/>"[42 U.S.C. 8259b](#)).

___ (36)(i) HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ "wp1179078"[52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ "wp1179078"[52.223-16](#).

___ (37) HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html"

HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2+13++%2841%29%20%20AND%20%28%2841%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20"41 U.S.C. 351, et seq.).

__ (5) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \l "wp1155380"52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (HYPERLINK "http://uscode.house.gov/"41 351, et seq.).

__ (6) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \l "wp1155440"52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (HYPERLINK "http://uscode.house.gov/"41 U.S.C. 351, et seq.).

__ (7) HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \l "wp1183820"52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) HYPERLINK "https://www.acquisition.gov/far/current/html/52_233_240.html" \l "wp1120023"52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20"31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at HYPERLINK "https://www.acquisition.gov/far/current/html/52_215.html" \l "wp1144470"52.215-2, Audit and Records—Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%204_7.html" \l "wp1082800"Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) HYPERLINK "https://www.acquisition.gov/far/current/html/52_200_206.html" \ "wp1141983"[52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (HYPERLINK "<http://uscode.house.gov/>"[41 U.S.C. 251 note](#))).

(ii) HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136032"[52.219-8](#), Utilization of Small Business Concerns (Dec 2010) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>"[15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include HYPERLINK "https://www.acquisition.gov/far/current/html/52_217_221.html" \ "wp1136032"[52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1147711"[52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1158632"[52.222-35](#), Equal Opportunity for Veterans (Sep 2010) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>"[38 U.S.C. 4212](#)).

(vi) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1148097"[52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>"[29 U.S.C. 793](#)).

(vii) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1160019"[52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1160019"[52.222-40](#).

(viii) HYPERLINK "https://www.acquisition.gov/far/current/html/52_222.html" \ "wp1160021"[52.222-41](#), Service Contract Act of 1965 (Nov 2007) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2+13++>

(End of clause)

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

52.252-2

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at HYPERLINK <http://www.statebuy.gov/home.htm> <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.204-9

Personal Identify Verification of Contractor Personnel (JAN 2011)
Inconsistency Between English Version and Translation of Contract

(FEB 2000)

52.228-4 (APR 1984)	Workers' Compensation and War-Hazard Insurance Overseas
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52.228-5	Insurance - Work on a Government Installation (JAN 1997)
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52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)
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The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions

of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Euro 5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of than Euro 50,000.00;

(2) Any order for a combination of items in excess of than Euro 50,000.00; or

(3) A series of orders from the same ordering office within than 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than 10 working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

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 CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

federal employees:

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");

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)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(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 one (1) copy WITHOUT ANY VAT to the office identified in Block 18b of the SF-1449.

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).

- (2) Invoice date.
- (3) Contract number
- (4) Summary of services with the following additional information:
 - a) Make and model of water softener
 - b) Location
 - c) Quantity of salt delivered
 - d) Cost of salt delivery
 - e) Cost of maintenance

(5) Prompt payment discount, if any.

(6) Name, Title, Phone Number, and address of person to contact in case of an incorrect invoice.

The address to which invoices should be sent is as follows:

U.S. Embassy
Financial management Center
Regentlaan 27
1000 Brussels

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

**652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)**

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

<u>2012 Holidays</u>	<u>Type</u>
New Year's Day	US/Belgian
Martin Luther King's Birthday	US
Washington's Birthday	US
Good Friday	Local/EU
Easter Monday	Belgian
Labor Day (Belgian)	Belgian
Ascension Day	Belgian
Memorial Day/Whit Monday	US/Belgian
Independence Day	US
National Day	Belgian
Assumption Day	Belgian
Labor Day (US)	US

Columbus Day	US
All Saints Day	Belgian
Veterans Day	US/Belgian
Thanksgiving Day	US
Christmas Day	US/Belgian
Boxing Day	Local/EU

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

(b) When any such day falls on a Saturday or Sunday, the following Monday 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.

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 contractor's accounting policy.

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so

delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **the Facilities Manager**.

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.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

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

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

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the 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;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

a copy of the Certificate of Insurance, or

a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6 System	Contractor Identification Number --Data Universal Numbering (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate 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 to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (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. 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) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items. (Nov 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at HYPERLINK "<http://orca.bpn.gov>"<http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

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

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under HYPERLINK "<http://uscode.house.gov>"[6 U.S.C. 395\(b\)](http://uscode.house.gov), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in HYPERLINK "<http://uscode.house.gov>"[6 U.S.C. 395\(b\)](http://uscode.house.gov), applied in accordance with the rules and definitions of HYPERLINK "<http://uscode.house.gov>"[6 U.S.C. 395\(c\)](http://uscode.house.gov). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at HYPERLINK "<http://uscode.house.gov>"[26 U.S.C. 7874](http://uscode.house.gov).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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 ([HYPERLINK "http://uscode.house.gov"](http://uscode.house.gov)[50 U.S.C. 1702\(b\)\(3\)](http://uscode.house.gov)).

“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

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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at HYPERLINK "http://orca.bpn.gov"<http://orca.bpn.gov>. After reviewing the ORCA 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 HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%204_12.html" \l "wp1073667"[4.1201](https://www.acquisition.gov/far/current/html/Subpart%204_12.html)), except for paragraphs _____.

(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 o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that—

(i) It o is, o 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 o is, o 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 in reference to the WOSB concern or concerns that are participating in the joint venture. Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents that—

(i) It o is, o is not an EDWOSB 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 o is, o 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 in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns 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).* The offeror represents that it o 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)

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

(11) *HUBZone small business concern*. The offeror represents, as part of its offer, that

(i) It is, or 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, or is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html"](https://www.acquisition.gov/far/current/html/52_223_226.html) \ "wp1168995"[52.225-1](#), Buy American Act—Supplies, is included in

this solicitation.)

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR HYPERLINK "<https://www.acquisition.gov/far/current/html/FARTOCP25.html>" \ \ "wp225048"[Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ \ "wp1169038"[52.225-3](#), Buy American Act—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, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

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

Line Item No.	Country of Origin
_____	_____

(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 Act—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

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR HYPERLINK "<https://www.acquisition.gov/far/current/html/FARTOCP25.html>" \ "wp225048"[Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ "wp1169038"[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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \ "wp1169038"[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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR HYPERLINK "https://www.acquisition.gov/far/current/html/52_223_226.html" \I "wp1169151"[52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR HYPERLINK "<https://www.acquisition.gov/far/current/html/FARTOCP25.html>" \I "wp225048"[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 Act. 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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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) o Are, o 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) o Have, o have not, within a three-year period preceding this offer, been notified

of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because 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*).

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.*

[] (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 Act.* (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.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%2022_10.html" \ "wp1105165"[22.1003-4](#)(c)(1). The offeror does 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 HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%2022_10.html" \ "wp1105165"[22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%2022_10.html" \ "wp1105165"[22.1003-4](#)(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of

normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%2022_10.html" \l "wp1105165" [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 Act 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.

(l) *Taxpayer Identification Number (TIN)* (HYPERLINK "<http://uscode.house.gov/>" [26 U.S.C. 6109](#), HYPERLINK "<http://uscode.house.gov/>" [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of HYPERLINK "<http://uscode.house.gov/>" [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of HYPERLINK "<http://uscode.house.gov/>" [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 (HYPERLINK "<http://uscode.house.gov/>" [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR HYPERLINK "https://www.acquisition.gov/far/current/html/Subpart%204_9.html" \l "wp1091081" [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)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o 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;

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

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code HYPERLINK "<http://uscode.house.gov/>"[25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at HYPERLINK "<https://www.acquisition.gov/far/current/html/CISADA106@state.gov>"[CISADA106@state.gov](#).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(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.

(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.*, HYPERLINK "https://www.acquisition.gov/far/current/html/52_212_213.html" \l "wp1179194" [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.

(End of provision)

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

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN * 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

<p>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</p>		<p>Local nationals:</p> <p>_____</p> <p>Third Country Nationals:</p> <p>_____</p>
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(b) The contracting officer has determined that for performance in the country of *Belgium* –

X Workers' compensation laws exist that will cover local nationals and third country nationals.
Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability towards the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

PAGE 14 of NUMPAGES 44

Page

Request for Quotations (RFQ) S-BE200-12-Q-0025
14 of NUMPAGES 44
Maintenance of Water Softeners

Page PAGE