

U.S. Embassy Yaoundé

Date: 06/22/2016

Dear Prospective Quoter:

SUBJECT: Solicitation Number SCM80016Q0005 PREVENTIVE MAINTANENCE SERVICE CONTRACT of Waste Water Collection and Treatment Systems, US EMBASSY YAOUNDE

The Embassy of the United States of America invites you to submit a quotation for preventive maintenance services of its waste water collection and treatment systems.

The Embassy Does not intend to conduct a pre-quotation conference as this is a re-post.

Submit your quotation in a sealed envelope marked "Proposal Enclosed" to the Contracting Officer on or before **July 22, 2016 at 10:00 am**. No quotations will be accepted after this time.

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

1. fill in SF-1449
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

SAM Registration: Vendors must be registered in SAM (System for Award Management – www.sam.gov) to be eligible for awards with the US Government.

Direct any questions regarding this solicitation to yaounde_procurement@state.gov

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

Sincerely,

Towhid Kazi
Contracting Officer

Attch: See equipment list (page 67)

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 2 OF 43	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SCM80016Q0005	6. SOLICITATION ISSUE DATE 06/22/2016		
7. FOR SOLICITATION INFORMATION CALL	a. NAME Innocent Forteh		b. TELEPHONE NUMBER (No collect calls) 22201500 Ext 4642	8. OFFER DUE DATE/ LOCAL TIME 07/22/2016 : 10:00		
9. ISSUED BY American Embassy Yaounde 6.050 avenue Rosa Parks BP 817, Yaounde		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS	
15. DELIVER TO American Embassy Yaounde 6.050 avenue Rosa Parks BP 817, Yaounde		CODE	16. ADMINISTERED BY American Embassy Yaounde			
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY Finance Management Officer American Embassy Yaounde 6.050 avenue Rosa Parks BP 817, Yaounde		CODE	
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	"see the pricing tables in Section 1, The Schedule." (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Gov. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. 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) Tow hid Kazi		31c. DATE SIGNED	

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1. INTRODUCTION - The Schedule

1.1 The United States Department of State (DOS) requires services at the unclassified clearance level, to provide to provide maintenance services for the sanitary sewer collection system and the wastewater treatment system at the new embassy compound (NEC), U.S. Embassy, Yaoundé, Cameroon in accordance with this statement of work.

1.2 The wastewater treatment and collection systems to be maintained are as follows:

- Sanitary Sewer Collection System
- Waste Water Treatment Plant

1.3 The Overseas Buildings Operations (OBO) has a requirement to obtain wastewater treatment plant maintenance services to execute this work, including logistics, customs, shipping, transportation, labor, wastewater treatment chemicals, tools, wastewater treatment testing kits/equipment, administrative and all associated management support functions. The wastewater treatment service contract includes but is not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control wastewater-related issues such as flow control, blower maintenance & operation, air diffuser operation and adjustment, activated sludge aeration (Dissolved Oxygen), clarifier cleaning and operation, weir cleaning and adjustment, air-lift pumps operation and adjustment, filtration cleaning and operation (if applicable), disinfection control, effluent testing and adjustment. All work shall comply with the requirements described in the following, as a minimum:

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

2. OBJECTIVES

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

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

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

3. TYPE OF CONTRACT

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

4. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than September 2016.

5. PRICING

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

5.1 Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

Identify and describe each CLIN for purposes of contract award and payment. The CLINs collectively must cover all the work in the contract.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (XAF)	Total per year (XAF)
001	Waste Water Treatment Plant	1	Quarterly PM visits	4		

001-A	Sewage Lift Station	1	Semi-Annual PM Visits	2		
002	Operator testing, technical analysis, report	1	Monthly Report	12		
002-A	2 day Site Visits	1	Quarterly review, inspection & report	4		
	Total Base Year					

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

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

	Total Option Year 1					
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5.3. Option Year 2. The Contractor shall provide the services shown below for Option Year 2 of the contract, and continuing for a period of 12 months.

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

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

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

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (XAF)	Total per year (XAF)
401	Waste Water Treatment Plant	1	Quarterly PM visits	4		
401-A	Sewage Lift Station	1	Semi-Annual PM Visits	2		

402	Operator testing, technical analysis, report	1	Monthly Report	12		
402-A	2 day Site Visits	1	Quarterly review, inspection & report	4		
	Total Option Year 4					

5.6. Total for all years:

Base Year	XAF_____
Option Year 1	XAF_____
Option Year 2	XAF_____
Option Year 3	XAF_____
Option Year 4	XAF_____
TOTAL	XAF_____

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

Repair Labor Rates

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

Option Year 4 XAF _____/hr

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

Emergency Service Rates

Base Year	XAF _____
Option Year 1	XAF _____
Option Year 2	XAF _____
Option Year 3	XAF _____
Option Year 4	XAF _____

6. NOTICE TO PROCEED

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

7. GENERAL REQUIREMENTS

7.1 This statement of work (SOW) describes the preventive maintenance and testing services and deliverables to be performed by the contractor at the New Embassy Compound, U.S. Embassy Yaounde, Cameroon

7.2 The assigned Contracting Officer and Contracting Officer's Representative are the sole points of contact for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from personnel other than the Contracting Officer or Contract Officer's Representative.

7.3 This Statement of Work requires the Contractor to provide site assessment and survey services, project management, professional wastewater treatment services, wastewater treatment logistics and material procurement services, preventive maintenance and testing services, cost estimating and scheduling services, and general support services for this wastewater treatment maintenance contract.

7.4 The contractor's proposed and U. S. Government (USG) accepted maintenance contract cost proposal and maintenance schedule, including completion dates shall be incorporated into the task order. Additionally, the task order shall be a firm fixed price task order.

7.5 This statement of work and applicable deliverables and documents as developed by the contractor and accepted by the USG shall serve as the basis for describing and delineating the scope of the required services and work limits for service contract to be furnished and executed by the contractor.

7.6 All deliverables, documents, proposals, etc. submitted by the contractor under this statement of work shall remain the property of the USG. All USG documents and data provided to the contractor shall remain the property of the USG. The contractor shall limit duplication and dissemination of all USG documents and contractor developed documents under this statement of work to/within the contractor's execution team. Duplication or distribution of project documents outside the contractor's team is strictly prohibited without the express written approval and authorization of the Contracting Officer. Upon completion of each service visit all documents, electronic media, photos, etc. shall be submitted to the USG, including all documents and data that the USG provided to the contractor. All service contract documents and media shall be submitted to the USG along with the contractor's service report.

7.7 The Contractor shall schedule, coordinate and arrange all work so as to cause the least interference with the normal occurrence of post operations. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. All detailed work schedules required by this statement of work shall be electronically documented and updated and made available to the Contracting Officer's Representative (COR) upon request, oral or written. If the COR determines that the Contractor's schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.

7.8 The contractor shall ensure that all Embassy/Post facilities, equipment and systems recommended for and maintained or installed by the contractor are done so with the highest quality and cost effective materials, finishes, fixtures, equipment and system that provide for sustained operational reliability, dependability and durability. The contractor shall assure that any equipment/wastewater treatment chemicals furnished and installed are maintainable and equipment/parts can be readily replaced with locally available supplies and services, as practical taking into consideration local economy and resources. The contractor shall utilize reliability-centered maintenance (RCM) principles and methodologies during and for all project activities and tasks. Uniformity of parts and components shall be taken into consideration to maximize part interchangeability with other existing Post systems. Except as otherwise directed by the contracting officer all parts, materials, components, equipment, systems, etc. furnished by the contractor shall be new – not used or manufactured by third party entities. Except as otherwise directed by the contracting officer, all replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements.

7.9 After review of the USG Statement of Work and provided technical data by the contractor, any discrepancies, errors, conflicts, etc. that are discovered by the contractor, the contractor shall forward those items to the CO via written correspondence. Submittal of this written

correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.

7.9.1 The contractor shall provide 3 customer references of similar scope of work and its US dollar value.

7.9.2 The Contractor will not use any method or substances that may cause damage to the equipment or systems. Any damage or loss through negligence and/or maintenance practices by the Contractor, sub-contractor, or Contractor's staff shall be the whole responsibility of the Contractor. The U.S. Embassy, Yaounde, Cameroon will require the Contractor to repair/replace any damaged systems or pay for the cost of rectification.

7.9.3 The Contractor must, for the duration of the contracted Services, continue to maintain a quality control process that has been agreed to by the U.S. Embassy, Yaounde, Cameroon COR and the Contractor.

7.9.4 The Contractor shall provide the technician's resume and training documentations within twenty (20) calendar days of the notice to proceed.

7.10 No work on any portion of the collection system or the wastewater treatment plant shall be permitted on the last regular work day of the week. All work under this contract must be scheduled to assure that the day following the work is a normal working day for the US Embassy. Further, the contractor must certify availability to return immediately to the US Embassy compound to correct any operating issues that may arise following contractor work.

8. CONTRACTING OFFICER REPRESENTATIVE AND GOVERNMENT TECHNICAL MONITOR

8.1 All technical questions concerning the scope and requirements of the U.S. Embassy, Yaounde, Cameroon wastewater treatment service contract shall be directed to the Contracting Officer's Representative (COR):

Building Systems engineer

8.2 The Government Technical Monitor (GTM) will be the contractor's point of contact at the U.S. Embassy, Yaounde, Cameroon. All questions concerning coordination of wastewater treatment service activities while at post shall be directed to the GTM, with weekly reporting to the COR:

GTM – Plumbing Foreman

PERFORMANCE CRITERIA

9.1 Performance Objective

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

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

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

9.2 Performance Benchmarks

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

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

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

9.3 Performance Monitoring and Reporting

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

9. WASTEWATER TREATMENT AND COLLECTION SYSTEM SPECIFICATIONS

10.1 All equipment, chemicals, and testing procedures and kits shall be approved by the COR prior to use in the service contract.

10.2 The contractor will be responsible for submitting the manufacture specifications; MSDS sheets and equipment cut sheets for all equipment, chemicals (including chemical composition), and testing procedures in both English and French languages.

10.3 The Contractor shall test the wastewater treatment system for proper operating conditions through field-testing and shall adjust the plant to bring it into compliance with the required operating parameters as specified in Exhibit A Statement of Work

10.4 The Contractor will be responsible for the sewer collection system cleaning, inspection and maintenance as specified in Exhibit A Statement of Work.

10. SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT (SHEM)

11.1 The Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the US Embassy New Embassy Compound and in particular all equipment used by the Contractor shall be used in such a manner and maintained so as to minimize the danger of accident, death, injury, loss or damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Contractor shall have the following requirements:

- 10.1.1 The Contractor's personnel shall be knowledgeable with and adhere to all relevant occupational health and safety rules, regulations, standards, and SDS sheets.
- 10.1.2 All electrical equipment and associated materials for the Services Contract comply with UL requirements.
- 10.1.3 Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances
- 10.1.4 Ensure that the Contractor's personnel comply with all safety procedures and requirements
- 10.1.5 Ensure that the Contractor's personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy Yaounde on request.
- 10.1.6 Ensure the Contractor's personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE) required for safe implementation of this contract;
- 10.1.7 Training program(s) shall be presented and must satisfy the US Embassy Yaounde during the submittal process.

11. MAINTENANCE SPECIFICATION DETAILS

12.1 Precedence of Specifications. If and to the extent that there is an inconsistency between this maintenance specification and any Manufacture's maintenance specification, the Manufacture's maintenance specification shall prevail.

12.2 Hours of Work. The Contractor shall schedule all preventive maintenance during normal working hour which are defined as 7.30 AM to 17 PM from Monday through Friday, inclusive of periodic maintenance that may be required on Saturdays, with the exception of any regular or special public holidays on which the US Embassy Compound is not open, or as agreed with the US Embassy prior to commencement of the contract.

12. SCOPE OF WORK

13.1 The Contractor shall provide both the required maintenance parts (air/oil filters, belts, chart paper, etc.) and necessary products and services to perform the required system maintenance, and report the results. The wastewater collection and treatment system service contract shall clean and preserve the collection system, wastewater treatment plant, and plant discharge effluent conveyance system. The contract shall also establish a cost effective wastewater treatment program to meet all effluent discharge goals with cost-effective, safe, and environmentally acceptable processes.

13.2 The sanitary sewer collection and wastewater treatment maintenance contractor shall provide a "support service wastewater collection and treatment" contract. The support service wastewater treatment contract shall involve joint responsibilities between the US Embassy Facility Management staff and the wastewater system collection and treatment Contractor.

13.3 The Service program shall consist of the US Embassy Facility Management staff conducting routine (daily/weekly) operator testing of the wastewater collection and treatment systems and monthly e-mailing the results to the wastewater treatment contractor, with copy to OBO/FAC (water_testing_group@state.gov). The contractor will then be responsible for conducting a technical analysis of the routine wastewater treatment testing results from the embassy. The contractor will then respond to the embassy within 24 hours to direct the embassy facility management staff to make any changes to the collection system and/or treatment plant operations to reestablish effective and efficient wastewater treatment to meet discharge standards.

13.4 The Contractor shall visit the US Embassy quarterly (4 times a year – every 3 months) for 2-day consecutive intervals (agreed to between the COR, Facility Manager, and the Contractor). The contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.

13.5 The Contractor shall provide documented chemicals that have a storage life expectancy of at least 1 year.

13.6 The Contractor shall determine the dosage levels of chemicals and stay within the operating parameters specified under Exhibit A Statement of Work.

13.8 The Contractor shall provide 10 hours of instruction annually in English to familiarize operators in necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

13.9 During each site visit to the plant, the Contractor shall review the plant operator daily operating logs to verify safe and effective operation of the plant. The Contractor will highlight all areas where plant-operating conditions are outside of acceptable operating range, and shall provide instruction on how to correct the deficiency.

13.10 The Contractor shall review the routine wastewater treatment testing results from the US Embassy monthly and respond to the facility management staff at the US Embassy within 24 hours if changes to the collection system and/or treatment plant operations are recommended to reestablish effective and efficient wastewater treatment to meet discharge standards. This contract shall also discuss the wastewater treatment plant conditions and the water quality of the effluent with the COR, Facility Manager and operating engineers and follow up with a written service report within ten (10) business days after each visit. The report shall be in English and contain the results of wastewater treatment contractor's on-site tests, comments on the status of each system, and specific recommendations for action if necessary.

13.11 The Contractor shall perform the required services as described in Exhibit A – Wastewater Collection and Treatment System.

13. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

14.1 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the US Embassy Yaounde. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the systems dedicated rooms with or without security escorts, only with specific permission by the Facility Manager, Contracting Officer, or the COR.

14.2 Personnel Security: The US Embassy reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel, who shall be used on this contract prior to their utilization on this contract.

14.3 Standards of Conduct.

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

14.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

14.3.3 Neglect of Duties. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

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

EXHIBIT A

Statement of Work

Wastewater Collection and Treatment System

I. GENERAL INFORMATION:

The United States Embassy in Yaounde requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's Waste Water Collection and Treatment System.

II. PROJECT REQUIREMENTS:

1. The sanitary sewer collection system includes the following:

Sanitary Sewage Manholes

Quantity: 6 _____

Storm Sewer Manholes

Quantity: 6 _____

Oil/water Separators

Quantity: 0

Lift Stations

Quantity: 1

Pumps:

Manufacturer/model: 4DSX24

Electrical: 100W, 50Hz, 3phase

2. Wastewater Treatment Package Plant:

Manufacturer: Pollution Control Systems Inc. Model No. 04c17

Tertiary Filter:

Manufacturer Trojan

System ,

Model

No. UV3000PTP

The plant's rated capacity is 9000 gallons per day domestic sewage

DESCRIPTION OF EQUIPMENT: The equipment has 1 FET blower, 2 FET pumps, two main blowers, sludge lift pump, all on one control panel and a U.V filter. All these items need to be properly maintained.



III. GENERAL REQUIREMENTS:

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

IV. SCOPE OF WORK - PREVENTIVE MAINTENANCE

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

At a minimum, the following work must be done:

Waste Water Collection and Treatment Plant Preventive Maintenance:

i. MAINTENANCE DESCRIPTION:

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

ii. SAFETY & SPECIAL INSTRUCTIONS:

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

iii. MAINTENANCE PROCEDURES:

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

Wastewater Collection System

Sewage Lift Station

Semi-Annually:

1. Inspect each lift station in the sanitary collection system and assure that all pumps are operational, that all pump control systems are operating correctly, that on-off floats and high-level alarm floats are operating correctly, and that pump lead-lag controls are operating correctly.
2. Check lift station lighting, power and ventilation systems for proper operation.
3. Check for leaks on suction and discharge piping, seals, packing glands, etc., make minor adjustments as required.
4. Disconnect the lift station pumps discharge pipe from the inlet bar screen of equalization tank, and then connect it to the existing by-pass system.
5. Drain the wastewater from all the tanks.
6. Remove all the sludge and deposits from the tanks.
7. Wire brush, clean and power wash the lift station.
8. Remove the pumps, check and clean.
9. Check the air diffuser and clean.
10. Paint all rusted metal.
11. Connect the lift station pumps discharge pipe back to the inlet bar screen.
12. Clean-up area and return to normal service.
13. Inspect electrical wiring for damage.
14. Check V-belts for proper tension and wear. Replace when necessary

Sewage Collection System

Semi-Annually:

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

Wastewater Treatment Plant

Pretreatment (Bar Rack and Grit Drive)

Monthly:

1. Check with facilities and operation staff for deficiencies.
2. Inspect the bar rack for integrity and cleanliness. Clean Bar rack and properly dispose of solid wastes if necessary.
3. Check condition and clearance of cutting knives and inspect base seal.
4. Check oil level in gearbox, add oil if necessary.
5. Wire brush and lubricate directional flow valve stem.
6. Check for rust and corrosion; scrape, wire brush and spot paint as necessary.

7. Check grit pump packing for leakage.
8. Inspect grit chamber
9. Sharpen /replace comminutor blades when cutting edge is worn
10. Fill out maintenance checklist and report deficiencies.

Annually:

1. Change oil in gearbox

Equalization Tank

Quarterly:

1. Inspect the equalization tank and remove any accumulated solids from the bottom. Inspect the submersible transfer pumps in the equalization tank and assure that all pumps are operational, that all pump control systems are operating correctly, that on-off floats and high-level alarm floats are operating correctly, and that pump lead-lag controls are operating correctly.
2. Check level sensor for proper operation and level settings
3. Check pump valves for proper setting on flow to splitter box and feed-back
4. Clean any grease and floating solids from walls and water surface of equalization tank.
5. Measure the discharge rate from the equalization tank to the aeration tank. Adjust the return weir to assure the lowest transfer rate into the aeration tank possible within the limitations of the equalization tank volume and ability to equalize post maximum daily flow rates.
6. Fill out maintenance checklist and report deficiencies.

Aeration

Monthly:

1. Inspect the aeration tank for evidence of proper rolling of mixed liquor suspended solids (MLSS), fine bubble production from the air diffuser heads, and even diffusion along the length of the aeration tank.
2. Measure the dissolved oxygen in the aeration tank and adjust the blower run intervals accordingly to maintain an average of 1-2 mg/L DO.
3. Conduct a mixed liquor suspended solids (MLSS) settling test of one sample from the aeration basin and one from the effluent from the settling tank. Take readings at five, thirty, and sixty minutes.
4. Inspect the blowers for proper operation. Replace the air filters if dirty, but no less frequently than once every 6-months
5. Visually check aeration system for even air distribution, with no dead spots
6. Check oil level in mechanical aerator gear cases. Add or remove as necessary per manufacturer's instructions.
7. Check oil level in blower gear cases. Add or remove as necessary per manufacturer's instructions.
8. Check for air leaks around base and fitting of blower
9. Check and inspect blower belts for wear and tension.
10. Check bolts and tighten if necessary: foundation, cylinder head, belt guard, etc.

11. Check tension, condition, and alignment of V-belts on blower; adjust or replace as necessary.
12. Check oil level of commutator. Add or remove as necessary per manufacturer's instructions.
13. Check the blower to make sure that belts and drives are free of obstruction and all electrical connection are complete including thermal protection if applicable.
14. Check that effluent weir trough and weir is level and set to the correct elevation and adjust if necessary
15. Check blowers at a minimum speed and listen for unusual noises
16. Check the airlift pumps operate continuously and the total pumping rate should be approximately equal to the incoming raw sewage average flow rate
17. Inspect the sludge digester (also known as the holding tank) where applicable. Pump and clean the tank if settled sludge exceeds 75% of the depth of the tank. Check the airflow in the digester for proper operation.
18. Scrape walls and hoppers of settling tank
19. Fill out maintenance checklist and report deficiencies.

Semi-Annually:

1. Change blower / mechanical aerator / comminutor oil

Clarification

Monthly:

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

Annually:

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

Disinfection

UV Disinfection

Quarterly:

1. Check that surfaces between the UV radiation and the target organisms are clean, and the ballasts, lamps, and reactor are functioning at peak efficiency.
2. Check cleanliness of quartz sleeves or Teflon tubes. These may be cleaned by mechanical wipers, ultrasonic, or chemicals such as citric acid. Other cleaning agents include mild vinegar solutions and sodium hydrosulfite.

3. Clean noncontact reactor systems with sodium hydrosulfite.
4. UV disinfection system should be pilot tested prior to full-scale operation to ensure that it will meet discharge permit requirements for a particular site.
5. Check that ballast is compatible with the lamps and adequately ventilated to protect it from excessive heating.
6. Check the UV lamp runtime and replace before 9,000 hours of use. Ensure that the quartz tube around the UV lamp is clean and free of grease.
7. Fill out maintenance checklist and report deficiencies

Semi-Annually:

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

Annually:

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

Wastewater Testing and Operating Parameters

Monthly:

Dissolved Oxygen (DO)

Goal: DO = 1.0 – 2.0 mg/L

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

Free and Total Chlorine

Goal Free Chlorine = 0.5 – 1.5 mg/L

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

Chlorine Contact Time

Goal CT = 20 mg/L-minutes

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

Chemical Oxygen Demand (COD)**Goal = 50 mg/L**

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

Total Suspended Solids (TSS)**Goal = 30 mg/L**

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

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), 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 (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

 X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

 (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

 (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (Nov 2011) of [52.219-3](#).

__ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (Jan 2011) of [52.219-4](#).

__ (13) [Reserved]

__ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Oct 1995) of [52.219-7](#).

__ (iii) Alternate II (Mar 2004) of [52.219-7](#).

__ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- _X_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- __ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- __ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- __ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- __ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- __ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- __ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- __ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of [52.223-13](#).

___ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of [52.223-14](#).

___ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

___ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of [52.223-16](#).

___ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

___ (42)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of [52.225-3](#).

- __ (iii) Alternate II (May 2014) of [52.225-3](#).
- __ (iv) Alternate III (May 2014) of [52.225-3](#).
- __ (43) [52.225-5](#), Trade Agreements (Feb 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- __ (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- __ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- _X_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- __ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- __ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- __ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- __ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- __ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- __ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- __ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- __ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- __ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- __ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- __ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- __ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- __ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- __ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xi)

__ (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Oct 2015). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

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

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(E) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(F) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(G) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(H) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(I) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(J) ___(1) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).

___(2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(K) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(L) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(M) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(O) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(P) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9 (JAN 2011)	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-12 (DEC 2012)	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.217-8 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**.

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

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

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and *1*copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

(c) Contractor Remittance Address. The Government will make payment to the contractor’s 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:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

All Cameroonian holidays

*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.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the 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. Designees 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 Building Systems Engineer.**

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

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott”, and are therefore exempted from Section 8(a)’s prohibitions listed in paragraphs (a)(1) through (6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual’s family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively

therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), 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 U.S. Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

1. List of clients over the past Three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Cameroon then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

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

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
6. The offeror's strategic plan for waste water collection and treatment services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s),

or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

- *a copy of the Certificate of Insurance, or*
- *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://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

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

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.204-16 Commercial and Government Entity Code Reporting
(NOV 2014)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on May 17, 2016 at 10 am at the US Embassy in Yaounde. Prospective offerors/quoters should contact yaounde_procurement@state.gov for additional information or to arrange entry to the building.

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) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate

U.S. Department of State

A/OPE

SA-15, Room 1060

Washington, DC 20522-1510

- (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, Management Counselor, at 23722201500. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman

U.S. Department of State

A/OPE

SA-15, Room 1060

Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

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

- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (FEB 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (q) of this provision.

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

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

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this

provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—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—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

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

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No. Country of Origin

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, 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) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product Listed Countries of Origin

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

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured

child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror 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 [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

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

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

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

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
 - (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
 - (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
 - (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
 - (i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.
 - (1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Alternate I (Oct 2014). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

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

(a) Definitions. As used in this provision:

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

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

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

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:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(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 where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Cameroon

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 toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

Attachment 1: Equipment List:

Equipment(quantity)	Manufacturer	Make	Model	Specifications	Location
SEWAGE LIFT STATION pump(1)	Penn Valley pump Company	USA	4DDSX24CNU-M	100GPM, 30ft TDH	In equalization chamber
Flow equalization tank Blower(1)	ROOTS	USA	22U-RA1	380V, 50Hz, 3phase,22SCFM	In equalization chamber
Main Blowers(2)	LEESON	USA	C14T17DB57B	380V, 50Hz, 3phase, 2Hp	In clarifier
Blower Filters(3)	LEESON	USA	F64-2(46043)	F8-108 replacement element	On motors
EQUALIZATION TANK(1)	Pollution control systems	USA		3145 gallons	Entrance of plant
Grinder Pumps(2)	Pollution control systems	USA		380V,50Hz, 3 phase	In equalization tank
Flow equalization tank motor(1)	Pollution control systems	USA		380V,50Hz, 3 phase	On FET blower
DRIVE belts(3)			BP71	Belt	On motors
Aerobic digester or holding tank(1)	Pollution control systems	USA		1750gallons	After the aeration tank
Sludge recirculation system(2)	Pollution control systems	USA		2" return sludge airlift	From sludge tank to Equaliz
Air supply blower motor(2)	pollution control systems	USA		380V, 50Hz, 3 phase	on the main blowers each
Clarifier tanks	Pollution control systems	USA		4 hours retention	Adjacent aeration tank
Aeration Chamber	Pollution control systems	USA		24 hours retention	Middle of the plant
Main electric control Console	Pollution control systems	USA		380V,50Hz, 3 phase	Mounted on the plant
Ultra violet disinfection system	Trojan systems	USA	UV3000PTP	2 UV lamps 120V	In the sterilization tank
Stairs/rails				Painted steel	

END OF STATEMNT OF WORK