



*Embassy of the United States of America*

*Manila, Philippines*

June 24, 2014

To: Prospective Offerors

Subject: Request for Quotations number **SRP380-14-Q-0065**

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

The U.S. Government (USG) 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.

Quotations are due by **July 24, 2014, 4:00PM local time**. No quotations will be accepted after this time. Electronic submissions will not be accepted.

Request for access clearance must be submitted through fax no. (632) 548-6762 or through e-mail address [OcampoJL@state.gov](mailto:OcampoJL@state.gov) or [MecabaloCS@state.gov](mailto:MecabaloCS@state.gov) at least two working days in advance prior to the submission of your quotation. Request should include the name of your company's representative, date/time of submission, vehicle type/color/plate number and name of driver if any. Access to USG facilities will not be permitted without prior access clearance.

A site visit will be held on July 1, 2014 at 9:00AM local time with a pre-quotation conference immediately following. Prospective offerors are requested to assemble at 8:45AM at the Roxas Boulevard Gate, Seafront Compound, Pasay City. To facilitate preparation of access clearance, submit the same information enumerated in the above paragraph no later than June 27, 2014.

Submit any questions you may have concerning the solicitation documents in writing to the Contracting Officer via fax no. (632) 548-6762 or e-mail address [OcampoJL@state.gov](mailto:OcampoJL@state.gov) or [MecabaloCS@state.gov](mailto:MecabaloCS@state.gov) on or before July 2, 2014, 4:00PM local time.

Sincerely,

**DERYL S. VAN COBLIJN**  
Contracting Officer *km*

Enclosure: RFQ No. SRP380-14-Q-0065, 50 pages



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (mm-dd-yyyy)	42d. TOTAL CONTAINERS

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## SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NO. SRP380-14-Q-0065  
PRICES, BLOCK 23

### I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is for the Contractor to furnish all labor, tools of trade, equipment, materials, chemicals and expertise, except as otherwise noted, in performing collection, hauling and disposal of garbage/trash for the American Embassy Manila at the Chancery and Seafront Compounds, and Chief of Mission Residence (CMR) at No. 18 Jacaranda, North Forbes Park, Makati City, in accordance with Attachment A, Description/Specifications/Performance Work Statement.
- B. After contract award and submission of all required documents under Attachment A paragraph 8, Deliverables, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of 10 days from the date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with three (3) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

### C. Types of Services

- (1) Standard Services. The Contractor shall provide garbage/trash collection, hauling and disposal services as specified in Attachment A within the buildings and spaces listed in Attachment A paragraph 1.1.
- (2) Temporary Additional Services. The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order. Temporary Additional Services delivered shall be in addition to the Standard Services, and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Attachment A.

Because Temporary Additional Services are based on indefinite delivery/indefinite quantity, the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of one (1) trip. This reflects the contract minimum for this period of performance.

Maximum: The amount of all orders shall not exceed ten (10) trips. This reflects the contract maximum for this period of performance.

**II. PRICING**

- A. The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.
- B. The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.
- C. The cost of Worker’s Compensation and War-Hazard Insurance Overseas (Section 2, FAR 52.228-4) is not reimbursable and shall be included in the Contractor’s rates.
- D. The Government will make payment in local currency, Philippine Pesos.

**III. BASE YEAR PRICES**

- A. Standard Services. The firm fixed price for the base year of the contract is:

Per month ₱ \_\_\_\_\_ x 12 = ₱ \_\_\_\_\_ per year

This monthly cost is broken down as follows:

- (1) Chancery Compound ₱ \_\_\_\_\_
- (2) Seafront Compound ₱ \_\_\_\_\_
- (3) CMR ₱ \_\_\_\_\_

- B. Temporary Additional Services. The unit price (firm fixed price) is:

Per trip ₱ \_\_\_\_\_  
Estimated number of trips per year: 10  
Total not to exceed per year (Rate per trip x 10): ₱ \_\_\_\_\_

**C. TOTAL for BASE YEAR (A + B): ₱ \_\_\_\_\_**

**IV. FIRST OPTION YEAR PRICES**

- A. Standard Services. The firm fixed price for the first option year of the contract is:

Per month ₱ \_\_\_\_\_ x 12 = ₱ \_\_\_\_\_ per year

This monthly cost is broken down as follows:

- (1) Chancery Compound ₱ \_\_\_\_\_
- (2) Seafront Compound ₱ \_\_\_\_\_
- (3) CMR ₱ \_\_\_\_\_

B. Temporary Additional Services. The unit price (firm fixed price) is:

Per trip ₱ \_\_\_\_\_  
Estimated number of trips per year: 10  
Total not to exceed per year (Rate per trip x 10): ₱ \_\_\_\_\_

**C. TOTAL for FIRST OPTION YEAR (A + B): ₱ \_\_\_\_\_**

**V. SECOND OPTION YEAR PRICES**

A. Standard Services. The firm fixed price for the second option year of the contract is:

Per month ₱ \_\_\_\_\_ x 12 = ₱ \_\_\_\_\_ per year

This monthly cost is broken down as follows:

- (1) Chancery Compound ₱ \_\_\_\_\_
- (2) Seafront Compound ₱ \_\_\_\_\_
- (3) CMR ₱ \_\_\_\_\_

B. Temporary Additional Services. The unit price (firm fixed price) is:

Per trip ₱ \_\_\_\_\_  
Estimated number of trips per year: 10  
Total not to exceed per year (Rate per trip x 10): ₱ \_\_\_\_\_

**C. TOTAL for SECOND OPTION YEAR (A + B): ₱ \_\_\_\_\_**

**VI. THIRD OPTION YEAR PRICES**

A. Standard Services. The firm fixed price for the third option year of the contract is:

Per month ₱ \_\_\_\_\_ x 12 = ₱ \_\_\_\_\_ per year

This monthly cost is broken down as follows:

- (1) Chancery Compound ₱ \_\_\_\_\_
- (2) Seafront Compound ₱ \_\_\_\_\_
- (3) CMR ₱ \_\_\_\_\_

B. Temporary Additional Services. The unit price (firm fixed price) is:

Per trip ₱ \_\_\_\_\_  
Estimated number of trips per year: 10  
Total not to exceed per year (Rate per trip x 10): ₱ \_\_\_\_\_

**C. TOTAL for THIRD OPTION YEAR (A + B): ₱ \_\_\_\_\_**

**VII. GRAND TOTAL**

Base Year Total	₱ _____
First Option Year Total	₱ _____
Second Option Year Total	₱ _____
Third Option Year Total	₱ _____
<b>GRAND TOTAL</b>	<b>₱ _____</b>

**VIII. VALUE ADDED TAX**

Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

## ATTACHMENT A

CONTINUATION TO SF-1449  
RFQ NO. SRP380-14-Q-0065  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

### 1. WORK REQUIREMENTS

1.1 General. The Contractor shall perform garbage/trash collection, hauling and disposal services for the American Embassy Manila. The designated collection points are:

- (a) Chancery Compound, 1201 Roxas Boulevard, Ermita, Manila
- (b) Seafront Compound, Roxas Boulevard, Pasay City
- (c) Chief of Mission Residence (CMR), No. 18 Jacaranda, North Forbes Park, Makati City

The Contractor shall ensure that trucks are empty upon arrival at the first collection point. From the collection points, the garbage/trash shall be disposed to a location authorized by the Philippine Government. This includes transporting from the different collection points to the point/s of disposal. The Contractor shall provide all personnel, trucks/vehicles, equipment, tools, and supervision necessary for the performance of this contract.

#### 1.2 Collection Schedule

<u>COLLECTION POINT</u>	<u>FREQUENCY OF COLLECTION</u>	<u>TIME ALLOWED</u>
Chancery Compound	Daily- Monday to Saturday	0630H to 0730H
Seafront Compound	Daily- Monday to Saturday	From Chancery Compound, proceed to Seafront Compound
	- ARC Clubhouse - Back of Staff Apartment Bldg. - Back of Gasoline Station - Back of Townhouse Complex - Back of GPS Bldg.	
CMR	Daily- Monday to Saturday	From Seafront Compound, proceed to CMR

1.2.1 The Contractor shall develop a garbage/trash pick-up schedule to comply with the requirements as stated under Attachment A paragraph 1.2.

1.2.2 The schedule shall ensure that all garbage/trash stations are always emptied and that the immediate surrounding areas of the collection points are maintained with a high degree of cleanliness. The adequacy of the Contractor's services shall be determined by the Contracting Officer's Representative (COR). The work schedule shall be submitted to the COR 10 days after contract award for review and approval.

### 1.2.3 Hauling of Construction Debris

Construction debris is classified as dismembered concrete-made finishes, cement, asphalt, tiles, wood, steel, pipes, wiring and conduit, gravel and stones, sand and soil. The Contractor shall schedule one trip a month each for the Chancery and Seafront Compounds, to haul all construction debris collected from Embassy construction projects/ renovation work performed by USG personnel and not by other contractors, at no additional cost to the Government. In the event that one trip will be insufficient to haul all construction debris, the COR may request the Contractor to perform additional trips as part of Temporary Additional Services. The pick-up location/s, schedule and number of extra trips (if any) will be coordinated with the COR.

1.3 Personnel. The Contractor shall provide a qualified work force to provide the services identified in Attachment A paragraph 1.1.

### 1.4 General Requirements

#### 1.4.1 Definitions

"Daily" means six days per week, Monday to Saturday, except Philippine and U.S. holidays as listed under Section 2, 652.237-72, OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004).

1.4.2 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall be ordered to support special events at the Post or during a man-made or natural disaster. The Contractor shall provide these services in addition to the scheduled services specified in Attachment A paragraph 2, Specific Tasks, of this contract. The COR shall order these services as needed. This work shall be performed by the Contractor, and shall not be subcontracted. The COR may require the Contractor to provide Temporary Additional Services immediately without written notice, but must provide written confirmation within 24 hours of requirement to the Contracting Officer and the Contractor.

1.4.3 The Contractor shall include in its next regular invoice details of the Temporary Additional Services. The Contractor shall also include a copy of the COR's written confirmation for the Temporary Additional Services.

## 2. **SPECIFIC TASKS**

2.1 The Contractor shall pick up all kinds of debris that are found in the designated garbage collection stations, including all kinds of waste materials, plastic, paper, carton boxes, scrap wood products, scrap metal sheets, scrap steel or pipes, broken glass, grass trimmings, plants and tree debris. After trash collection, the Contractor shall remove scattered trash within the immediate surroundings. The Contractor shall collect, haul and dispose garbage/trash in compliance with the waste segregation program of the Philippine Government. In the event of truck breakdown or any instance of unavailability of the regularly scheduled truck, it shall be the responsibility of the Contractor to provide a replacement unit within the same day at no additional cost to the Government. The replacement unit shall meet the requirements under Attachment A paragraph 4, Vehicles.

## 2.2 Schedule During Inclement Weather

The Contractor shall collect garbage/trash during periods of inclement weather. Exceptions to this may be authorized by the Contracting Officer in cases of unduly severe weather. When exceptions are granted, the Contractor shall accomplish all collections for each missed day within 24 hours after the severe weather has abated. If make-up collections cannot be completed within 24 hours, the Contractor shall submit to the Contracting Officer a revised schedule for approval. The revised schedule shall clearly indicate the completion date for make-up collections. Rescheduling to perform make-up collections shall not be a basis for a claim by the Contractor for additional compensation or permission to defer other regular scheduled collections.

## 2.3 Abnormal Quantities of Garbage

The Contractor shall dispose of excess garbage/trash resulting from holidays or typhoons, at no additional cost to the Government. This should be accomplished with minimum interference to the regular collection schedules. After each typhoon, the Contractor shall promptly collect and haul out accumulated branches, leaves and other waste materials at no additional cost to the Government. If there is a need for the Contractor to make additional trips to adequately dispose of extra garbage/trash, a request shall be sent by the Contractor to the COR for approval. The request shall provide adequate details as to the number of trips and proposed schedule. Once approved, these extra trips shall be charged in accordance with the rates indicated under Section 1 Temporary Additional Services, and corresponding option years. However, if the service truck being used for routine garbage/trash collection can still accommodate the additional waste materials during the regular pick-up schedule, no additional cost will be paid by the Government.

## 2.4 Apparent Serviceable Materials/Documents

The Contractor shall not collect or dispose of any material, which has obvious value and appears to have been inadvertently placed near the collection point, unless such material is designated by the COR as garbage/trash. In the event that the Contractor collects such items, the COR shall have the right to instruct the Contractor to return such items to the Embassy as soon as possible and at no additional cost to the Government.

## 2.5 Garbage Collection Containers

The Government shall provide garbage collection containers for use of occupants at the Seafront Townhouse. After each collection of garbage/trash, the Contractor shall return all collection containers in an upright position with the lids securely in place (if with cover). The Contractor shall report to the COR when any of these containers are deemed no longer serviceable and need replacement. Containers shall be replaced when leaking or when the lids (if with cover) will not stay on.

## 2.6 Disposal of Garbage/Trash

The Contractor shall dispose all garbage/trash collected from the American Embassy Manila at a designated dumping site by the Philippine Government or the appropriate agency of the Philippine Government. Disposal of garbage/trash shall be in accordance with existing Philippine laws. In the event of closure of a dumping site, it shall be the responsibility of the Contractor to immediately locate an alternate site. The change in dumping sites shall not be grounds for upward adjustment in contract cost. The Contractor shall be responsible for any permits or fees associated with the use of local disposal locations.

## 2.7 Inspection

The Contractor shall perform weekly inspections at the Chancery and Seafront Compounds, and CMR after the collection schedule. All inspections made by the Contractor shall be coordinated with the COR or designated Facilities Management (FAC) representative. The Contractor may also be asked to perform unscheduled inspections depending on complaints received by FAC, if any. The Contractor shall, at its own expense, perform periodic surprise inspections. These surprise inspections shall likewise be coordinated with the COR or designated FAC representative.

## 3. PERSONNEL

3.1 The Contractor shall provide sufficient work force capable of providing the services specified in this contract. All personnel shall be qualified and experienced in their respective trade or profession. The drivers shall be in possession of professional driver's license.

3.2 All employees and officers of the Contractor or other persons or organizations employed by the Contractor in the performance of the work or services under this contract shall at all times be identified as employees and officers of the Contractor and shall not be considered as employees and officers or agents of the U.S. Government.

### 3.3 Standards of Conduct

3.3.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

3.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat, complete and identifiable uniforms when on duty. All employees shall wear accreditation at all times.

3.3.3 Neglect of duties shall not be condoned. The Contractor shall enforce no 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.

- 3.3.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 3.3.5 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 that produce similar effects.
- 3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
  - unauthorized use of Government property, theft, vandalism, or immoral conduct;
  - unethical or improper use of official authority or credentials;
  - security violations; or,
  - organizing or participating in gambling in any form.

### 3.4 Personnel Security

- 3.4.1 The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, completed RSO biographic data form (Attachment 2), 4 each 2"x2" colored ID picture, local police clearance, barangay clearance and original copy NBI clearance (not more than six months old) on all Contractor personnel who shall be used on this contract prior to their utilization. This information shall be submitted 10 days after contract award, or for replacement or new personnel, 30 days prior to their proposed utilization under the contract.
- 3.4.2 The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

### 3.5 Personnel Health Requirements

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

The Government has the right to request from the Contractor medical certification attesting to the results of any physical examination undergone by each employee.

#### 4. VEHICLES

All garbage collection vehicles to be used under this contract shall be in operable, well-maintained condition and satisfactorily meet local safety and registration requirements. Vehicles shall be washed and painted, as necessary, to present a neat appearance. All vehicles shall have tight bodies and be properly enclosed to prevent spillage, leakage, excessive odor and scattering of garbage/trash while in transit. The Government reserves the right to request the Contractor for the immediate replacement of vehicles not meeting the above requirements. During instances when the Contractor is unable to provide operable vehicles, the Government has the option to utilize the services of other firms to temporarily perform services until the Contractor resumes normal operations. Any expenses incurred by the Government in the utilization of other firms shall be for the Contractor's account and shall be deducted against the fixed-monthly rate.

#### 5. MANAGEMENT AND SUPERVISION

##### 5.1 Contractor Management

5.1.1 Supervision. The Contractor shall designate a project manager who shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff.

5.1.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan of the personnel to be used and the time frame to perform the service.

5.1.3 Quality Control. The Contractor shall be responsible for quality control. A quality control plan shall be formulated to cover the following:

(a) A description of the inspection system to cover all services listed under Attachment A paragraph 2 – Specific Tasks. The description shall include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, names of assigned inspectors and contact numbers.

(b) A description of the method to be used for identifying and preventing defects in the quality of services performed.

The records of inspections shall be kept by the Contractor and made available to the Government throughout the contract performance period and for the period after contract completion until final settlement of claims under this contract.

## 6. SAFETY

### 6.1 Accident Prevention

- (a) General. The Contractor shall provide and maintain work environments and procedures which will: (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall---
- (1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
  - (2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents and incidents to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written Program. Before commencing the work, the Contractor shall---
- (1) Submit a written proposal for implementing this clause; and
  - (2) Meet with the Contracting Officer or Contracting Officer's Representative (COR) to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## 7. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

- (b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employees' wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.
- (c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
- (d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall obtain any other types of insurance required by local law. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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

- (e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its offer. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

## 8. DELIVERABLES

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To</u>
1.2.2 Garbage Collection Schedule	1	10 days after award	COR
5.1.3 Quality Control Plan	1	10 days after award	COR
3.4.1 Names, completed RSO biographic data form, 4 each 2"x2" colored ID picture, local police clearance, barangay clearance & original copy NBI clearance on all Contractor personnel	1	10 days after award	COR
3.5 Results of most recent physical examination of each Contractor personnel to be assigned to the contract	1	10 days after award	COR
6 Safety Plan	1	10 days after award	COR

## 9. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all garbage/trash collection and disposal services set forth in the Performance Work Statement (PWS).	Attachment A, Paragraphs 1 thru 8.	All required services are performed and no more than one (1) customer complaint is received per month.

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

9.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001)), if any of the services exceed the standard.

9.3 PROCEDURES.

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

**Attachment 1 to Description/Specifications/Performance Work Statement**  
**Contractor Furnished Property**

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to, uniforms, personnel equipment, tools, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. *The following list of Contractor-furnished materials establishes the minimum requirements for the items listed below:*

- (1) Three (3) each of Uniforms (per year) with the contractor's logo in accordance with Attachment A paragraph 3.3.2. The Contractor shall bear the cost of purchasing the uniforms. The Contractor shall not pass on the cost of the uniforms to the contract employee but should include it as part of their quotation. The Contractor shall ensure that employees comply with the provisions of Attachment A paragraph 3.3.2.
- (2) Safety Equipment and Clothing shall include the following:
  - (a) Raincoat to protect the work force during inclement weather – 1 each
  - (b) Safety Shoes – 1 pair per Contractor employee assigned to the contract
  - (c) Safety Goggles – 1 pair per Contractor employee assigned to the contract
  - (d) Gloves – 2 pairs per Contractor employee assigned to the contract
- (3) Vehicle equipped with the appropriate tools for hauling and cleaning the collection points after hauling.

**Attachment 2 to Description/Specifications/Performance Work Statement  
RSO Biographic Data Form**



## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4  
None

The following FAR clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2014)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (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) (Pub. L. 108-77, 108-78).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- \_\_\_ (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.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- \_\_\_ (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).

\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_ (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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2010) 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—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)
- \_\_ (37)(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.)
- \_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_ (41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.

\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.

\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (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. 255(f), 10 U.S.C. 2307(f)).

\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 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 (Jul 2013) (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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (9) 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 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).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

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

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://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	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
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)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)\*

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)\*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) trip, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--  
(1) Any order for a single item in excess of ten (10) trips;  
(2) Any order for a combination of items in excess of ten (10) trips; or  
(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)\*

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

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

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

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

*\*Applies to Temporary Additional Services*

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 four (4) years.

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 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)

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

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

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

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

(End of clause)

***\*Applies to Temporary Additional Services***

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

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

(b) Invoice Submission. The contractor shall submit invoices in an original and three (3) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. 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:

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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 (U.S./PHL)	January 1
M. L. King Jr. Day (U.S.)	3 <sup>rd</sup> Monday of January
U.S. President's Day (U.S.)	3 <sup>rd</sup> Monday of February
Bataan & Corregidor/Heroism Day (PHL)	April 9
Maundy Thursday (PHL)	Movable Date
Good Friday (PHL)	Movable Date
Philippine Labor Day (PHL)	May 1
U.S. Memorial Day (U.S.)	Last Monday of May
Philippine Independence Day (PHL)	June 12
U.S. Independence Day (U.S.)	July 4
Eid-ul-Fitr (PHL)	Movable Date
Ninoy Aquino Day (PHL)	August 21
U.S. Labor Day (U.S.)	1 <sup>st</sup> Monday of September
Columbus Day (U.S.)	2 <sup>nd</sup> Monday of October
U.S. Veterans Day (U.S.)	November 11
U.S. Thanksgiving Day (U.S.)	4 <sup>th</sup> Thursday of November
Christmas Day (U.S./PHL)	December 25
Special Non-Working Day (PHL)	December 26
Rizal Day (PHL)	December 30
Last Day of the Year (PHL)	December 31

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. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

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

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 business 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 a 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)-(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.

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

(a) The contractor warrants the following:

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

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

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

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

### SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JULY 2013), 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 **Volume 1** – 2 copies (original + 1 duplicate)

A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), Section 1 (Prices), and Section 5 (Representations and Certifications) has been filled out.

A.2 **Volume 2** – 4 copies (original + 3 duplicate)

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

- (1) Name and qualifications/experience 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;
- (3) List of clients over the past three (3) 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);

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 offer. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work:
  - (a) Financial statements describing the offeror's financial condition and capability, including the audited balance sheet, income statement and cash flow statement for the past three (3) years;
  - (b) Certification of credit lines with banks/financial institutions, suppliers, etc.;
  - (c) List of trucks providing full description, quantity and condition with corresponding Certificate of Registration (CR), current/valid Official Receipt (OR) and picture; and
  - (d) List of proposed drivers with current/valid professional driver's license and a photocopy of the license;
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2), to include but not be limited to current/valid DTI/SEC registration, Business/Mayor's permit, Sanitary/Dumping permit and DENR certification.
- (6) A copy of the Certificate of Insurance(s), **or** a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

Any deviations, exceptions or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation/request for quotation (RFQ) shall be identified and explained/justified in the appropriate volume of the offer.

**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:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
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 July 1, 2014 at 9:00 a.m. at the Chancery and Seafront Compounds, and CMR, U.S. Embassy Manila. Prospective offerors/quoters should contact Ms. Jane Ocampo or Ms. Belle Mecabalo, Contracting & Procurement, at (632) 301-2713 or (632) 832-0826 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, Ms. Joni Scandola, at (632) 301-2000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, 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 offers that are unreasonably low or high in price.
- The lowest price will be determined by the offered prices in Section 1 (Prices), including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions are provided in full text:

52.217-5      EVALUATION OF OPTIONS (JUL 1990)

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

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 Offeror Representations and Certifications—Commercial Items (NOV 2013)

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

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

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

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

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

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

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

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

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

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

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

“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 (o) 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) RESERVED

(d) RESERVED

(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) RESERVED

(g) RESERVED

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

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

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

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*).

(1) *Listed end products.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
_____	_____
_____	_____

(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 Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 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 Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

(l) *Taxpayer Identification Number (TIN)* (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 (l)(3) through (l)(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)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);

- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

(o) 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 \$3,000 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.

(End of provision)

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

The following DOSAR provision is 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.