



*Embassy of the United States of America*

*Manila, Philippines*

June 4, 2014

To: Prospective Offerors

Subject: Request for Quotations number **SRP380-14-Q-0071**

Enclosed is a Request for Quotations (RFQ) for **Lifeguard, Swimming Pool Maintenance and Fuel Dispensing 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 **June 19, 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) 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 June 10, 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, Seafont Compound, Pasay City. To facilitate preparation of access clearance, submit the same information enumerated in the above paragraph no later than June 6, 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) on or before June 10, 2014, 4:00PM local time.

Sincerely,

  
**NENITA V. WHITAKER**  
Contracting Officer

Enclosure: RFQ No. SRP380-14-Q-0071, 44 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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>mm-dd-yyyy</i> )	42d. TOTAL CONTAINERS

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## SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER SRP380-14-Q-0071  
PRICES, BLOCK 23

### I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is for the Contractor to provide Lifeguard, Swimming Pool Maintenance and Fuel Dispensing Services at the Seafront Compound, and Swimming Pool Maintenance Services at the Residences of the Chief of Mission (CMR) and Deputy Chief of Mission (DCR), in accordance with the Description/Specifications/Performance Work Statement.
- B. The contract will be for a one-year period from the date of the contract award, with three (3) one-year options. The initial period of performance includes any transition period authorized under the contract.

### II. PRICING (must be in Philippine Peso)

A. **Base Period** - The firm fixed prices for the Base Period of the contract are:

<u>Type of Service</u>	<u>Monthly Rate</u>	<u>Total Amount (12 months)</u>
(1) Lifeguard & Swimming Pool Maintenance Services, Seafront Compound	₱ _____	₱ _____
(2) Fuel Dispensing Services, Seafront Compound	₱ _____	₱ _____
(3) CMR Swimming Pool Maintenance Services, Jacaranda, Forbes Park	₱ _____	₱ _____
(4) DCR Swimming Pool Maintenance Services, Tamarind, Forbes Park	₱ _____	₱ _____
<b>Total Amount for Base Period</b>	<b>=</b>	<b>₱ _____</b>

**B. First Option Year** - The firm fixed prices for the First Option Year of the contract are:

<u>Type of Service</u>	<u>Monthly Rate</u>	<u>Total Amount (12 months)</u>
(1) Lifeguard & Swimming Pool Maintenance Services, Seafront Compound	₱ _____	₱ _____
(2) Fuel Dispensing Services, Seafront Compound	₱ _____	₱ _____
(3) CMR Swimming Pool Maintenance Services, Jacaranda, Forbes Park	₱ _____	₱ _____
(4) DCR Swimming Pool Maintenance Services, Tamarind, Forbes Park	₱ _____	₱ _____
<b>Total Amount for First Option Year</b>		<b>= ₱ _____</b>

**C. Second Option Year** - The firm fixed prices for the Second Option Year of the contract are:

<u>Type of Service</u>	<u>Monthly Rate</u>	<u>Total Amount (12 months)</u>
(1) Lifeguard & Swimming Pool Maintenance Services, Seafront Compound	₱ _____	₱ _____
(2) Fuel Dispensing Services, Seafront Compound	₱ _____	₱ _____
(3) CMR Swimming Pool Maintenance Services, Jacaranda, Forbes Park	₱ _____	₱ _____
(4) DCR Swimming Pool Maintenance Services, Tamarind, Forbes Park	₱ _____	₱ _____
<b>Total Amount for Second Option Year</b>		<b>= ₱ _____</b>

D. **Third Option Year** - The firm fixed prices for the Third Option Year of the contract are:

<u>Type of Service</u>	<u>Monthly Rate</u>	<u>Total Amount (12 months)</u>
(1) Lifeguard & Swimming Pool Maintenance Services, Seafront Compound	₱ _____	₱ _____
(2) Fuel Dispensing Services, Seafront Compound	₱ _____	₱ _____
(3) CMR Swimming Pool Maintenance Services, Jacaranda, Forbes Park	₱ _____	₱ _____
(4) DCR Swimming Pool Maintenance Services, Tamarind, Forbes Park	₱ _____	₱ _____
<b>Total Amount for Third Option Year</b>	<b>=</b>	<b>₱ _____</b>

E. **Grand Total**

Base Period Total	:	₱ _____
First Option Year Total	:	₱ _____
Second Option Year Total	:	₱ _____
Third Option Year Total	:	₱ _____
<b>Grand Total</b>	<b>:</b>	<b>₱ _____</b>

F. **Value Added Tax (VAT)**

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.

CONTINUATION TO SF-1449  
RFQ NUMBER SRP380-14-Q-0071  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

1. SCOPE OF WORK

1.1 General. The Contractor shall provide Lifeguard, Swimming Pool Maintenance and Fuel Dispensing Services at the Seafront Compound, and Swimming Pool Maintenance Services at the Residences of the Chief of Mission (CMR) and Deputy Chief of Mission (DCR). The Contractor shall furnish all managerial, administrative and direct labor personnel necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

1.2 Personnel. The Contractor shall provide a qualified and experienced workforce meeting the contract requirements. The workforce shall be able to provide the services identified herein.

1.2.1 Security. The Government will run background checks on all proposed Contractor employees. Within ten (10) days after contract award, the Contractor shall provide the following documents/items for each employee who will be working under the contract: completed RSO biographic data form (Attachment 4), 3 pcs. 2"x2" colored ID picture, original copy local police clearance, original copy barangay clearance and original copy NBI clearance (not more than 6 months old). For replacement or new personnel, the above information shall be submitted thirty (30) days prior to their proposed utilization.

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.

1.2.2 Standards of Conduct. The Contractor shall maintain discipline at the sites and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the sites. The Contractor shall preserve peace and protect persons and property on the sites. The Contractor employees shall be tactful yet effective in dealing with Embassy personnel. 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.

(1) Uniforms and Personal Equipment. The Contractor employees shall wear clean, neat and complete uniform when on duty. All employees shall wear uniform approved by the Contracting Officer's Representative (COR).

(2) 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) 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.
- (4) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (5) 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.
- (6) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to offices, rooms, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

1.2.3 Health Requirements. All Contractor 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 reserves the right to request the Contractor to provide proof of physical examination performed by a licensed physician on Contractor employee(s) assigned for the performance of the services under this contract prior to the employee's assignment to duty and annually thereafter.

1.3 Personal Injury, Property Loss or Damage (Liability). The Contractor hereby 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.

## 2. TYPES OF SERVICES

### 2.1 Lifeguard & Swimming Pool Maintenance Services, Seafront Compound

(a) The Contractor shall provide personnel to perform lifeguard and swimming pool maintenance services to include the tasks identified below. The Contractor shall formulate a schedule to ensure that there will be one (1) lifeguard on duty at all times, during the operating hours of 6:00am to 7:00pm, Monday to Sunday, including Philippine and American holidays. The services shall be provided at the ARC Swimming Pool, Seafront Compound, Pasay City. The tasks to be performed are as follows:

- (1) Serves as full-time lifeguard to swimming pool users. Patrols the swimming pools and watches over the swimmers in the pools at all times.
- (2) Rescues persons in distress or in danger of drowning and administers first aid or artificial respiration as necessary. Provides assistance in handling emergency situations occurring at the poolside or in nearby areas of the pools. Reports serious injuries immediately to the COR.
- (3) Performs daily testing of swimming pool waters for chlorine and acidity (pH) levels in accordance with the test guide. Chlorinates or treats pool waters as necessary to maintain pH levels.
- (4) Maintains a daily log of water tests for submission to the COR on a monthly basis.
- (5) Maintains cleanliness of the pools and their surroundings, including the elevated veranda at all times, to include: vacuuming of the pools, emptying skimmers, cleaning tile surfaces, sweeping/hosing the pool deck and cleaning/maintaining athletic equipment.
- (6) Cleans swimming pool filters then applies decalite powder to the filter filament on a weekly basis.
- (7) Cleans and washes pool umbrellas, tables, chairs and chaise lounges with soap and water on a weekly basis, or as needed basis.
- (8) Enforces pool safety rules and regulations to swimming pool users. Monitors all areas of the pools on a daily basis and reports any safety defects and/or hazards to the COR.
- (9) Performs other swimming pool maintenance services as specified in Section 2.3.

(b) All materials and equipment required in the performance of these services will be provided by the U.S. Government.

(c) Work Skills/Experience

(1) The Contractor shall ensure that all Contractor employees/personnel assigned under this contract are trained in their respective duties and responsibilities, and possess the skills and experience necessary for accomplishing their individual tasks. They must be tactful yet effective in dealing with Government personnel.

(2) The personnel assigned to perform lifeguard and swimming pool maintenance services shall have good working knowledge of the English language (level 2), shall have completed secondary school level, shall hold a current/valid license/certificate from the Philippine Regulating Agency/Philippine Red Cross certifying completion of First Aid Training and Life Support/Saving Courses, Cardio Pulmonary Resuscitation (CPR) and Water Safety Training, and shall have current certification on refresher courses taken in basic and advanced life support/saving techniques, First Aid and Life Support/Saving, Cardio Pulmonary Resuscitation (CPR) and Water Safety.

The Contractor shall bear the cost of renewal of the licenses/certificates and training/courses, and shall not pass on this cost to the Contractor employee but should include it as part of their offer/quotation.

## 2.2 Fuel Dispensing Services, Seafront Compound

(a) The Contractor shall provide experienced personnel to perform the following services at the U.S. Embassy Manila Gasoline Station, Seafront Compound, Pasay City. The Contractor personnel shall man the fuel dispensing on the schedules\* provided below:

Monday thru Friday - 7:00am to 6:00pm, including 12:00 noon to 1:00pm

Saturday - 8:00am to 12:00 noon

\*excluding Philippine and American holidays

The Contractor shall ensure that safety practices and procedures are followed in the performance of the daily tasks:

(1) Pumps gasoline and diesel fuel into official vehicles of the Mission and its supported agencies. The list of agencies along with the number of vehicles will be provided to the Contractor upon award.

(2) Records, summarizes and reconciles the daily and monthly issues of gasoline and diesel fuel.

(3) Keeps records of daily issues per agency and provides a copy to the COR.

(4) The Contractor shall maintain sufficient stock of the forms, Daily Fuel Issuance Record and Monthly Fuel/Oil Consumption Record, for daily use. The copying machine at the General Services Office, Seafront Compound, Pasay City, may be used for the sole purpose of this contract requirement.

(5) Checks motor oil, brake and power steering fluid of vehicles drawing fuel, as necessary or as requested by the driver.

(b) Safety Rules and Regulations at the Gasoline Station. The Contractor shall ensure the following are complied with at all times:

- (1) Smoking of any kind is strictly prohibited.
- (2) Gasoline shall not be used for cleaning purposes. This applies to cleaning of hands, equipment, clothing and similar substances. A non-flammable and non-toxic solvent shall be used instead.
- (3) When refueling vehicle, ensure that the engine has stopped and that all lights are out.
- (4) Keep the hose nozzle in constant contact with the rim of the tank opening. Flush away immediately any spilled gasoline.
- (5) When filling a container approved for transporting fuel that has a small opening, use a funnel to avoid spillage. The Contractor must not fill/allow the use of container that is not approved for transporting fuel.
- (6) There should be no presence of spark sources or open flames in areas where gasoline is used.
- (7) Mixing of flammable liquids must be avoided.
- (8) Keep the fire extinguisher in its proper place, ready and accessible for use.

### **2.3 CMR/DCR Swimming Pool Maintenance Services, Forbes Park**

(a) The Contractor shall provide personnel to perform swimming pool maintenance services to include the tasks identified below. The services shall be provided at the Chief of Mission and Deputy Chief of Mission Residences, Forbes Park, Makati City. All work shall be performed during Mondays, Tuesdays and Thursdays to Saturdays, 7:30am to 4:30pm, excluding Philippine and American holidays. If the Contractor desires to work outside of the regular hours, the Contractor shall submit a request to the COR five (5) days prior to the start of the work to enable the COR to make necessary arrangements for access clearance. Changes in work hours will not be a cause for a price increase. The tasks to be performed are as follows:

- (1) The Contractor shall check all pumps and pool filter system daily for proper operation.
- (2) Defects shall be reported immediately to the COR for action.
- (3) The Contractor shall keep the pool clean and free of debris that may clog skimmer, pool filter and pump filter screens to circulation pump suction lines.
- (4) Pools shall be drained, cleaned and refilled as needed or as requested by the COR.
- (5) Filter pump operations should be at least four (4) hours in the morning and four (4) hours in the afternoon.
- (6) Remove leaves and debris that may clog filter screens of the circulation pump suction lines.

(b) The Contractor shall provide professionally trained pool maintenance personnel to perform the following requirements:

(1) Daily Pool Operation

- a. When the pool is not running at 24 hours per day, pool filter should run at least eight (8) to ten (10) hours during daylight hours.
- b. Make sure the skimmer baskets are empty and clear of leaves or other debris.
- c. Use leaf skimmer or leaf rake to remove the debris first at water level and then from the bottom.
- d. Brush floor and wall tiles in uniform manner enough to remove dirt that clings to the walls.
- e. Brush down to the floor so that the refuse can be picked up with the vacuum.
- f. Manually add chlorine to pool skimmer every day.

(2) Pool Water Quality Maintenance

- a. The Contractor shall maintain required chlorine and pH level every 8:00am and specified requested dates of pool utilization.
- b. Perform daily test for pool water quality every start of working day with test kit provided by the U.S. Government.
- c. Perform additional test for pool water quality during regular Medical Unit inspection and as required by the COR.
- d. Maintain daily record log of chlorine and pH level indicating pool services which are:
  - Clean filter tank.
  - Specified amount of added decalite powder or equivalent pool chemical materials to maintain water filter operation.
  - Specified amount of added muriatic acid or equivalent pool chemical materials to maintain pH.
  - Backwashing of filter dates and frequency.
  - Filter to wash dates and frequency.
  - Vacuum dates and frequency.
- e. The Contractor shall provide a daily pool test report log to the COR.

(3) Daily Pool Cleaning

- a. Tile or pebble deck cleaning to remove as much debris near the pool.
- b. Surface skimming of dirt floating on the surface of the water.
- c. Tile cleaning first by use of tile soap and/or tile brush. Scrub below the waterline as well as above. Do mix muriatic acid in proper concentration to remove stubborn stains.
- d. Add an inch of water level for each service period to keep up with normal evaporation.
- e. Check equipment:
  - Clean out the pool's skimmer basket.
  - Open the pump strainer and clean.
  - Check the pressure of the filter. Filter needs cleaning if the pressure gets high. After cleaning of filter, re-check pressure.
  - Check for leaves or debris.
  - Check for leaks or other signs of equipment failure, i.e., cracks on manifold produce bubbles.
- f. Vacuum filter - dirt collected from the pool is sent to filter of the circulation system.
- g. Brushing to remove algae from surface or pools.
- h. Water testing and application.

(4) Daily Pool Vacuum/Backwash

- a. Check and clean the strainer basket (skimmer) before and after vacuuming the swimming pool to ensure maximum suction.
- b. Before vacuuming and backwashing, remove debris from the strainer basket to ensure proper suction operation.
- c. The pool shall be vacuumed daily or more frequently if heavy use or wind and rain have caused more debris to accumulate.
- d. Regular and thoroughly service the filter to ensure that the equipment is in top condition.

(5) Daily Test of Pool Water

- a. Use pool water chemical test kit following the chemical manufacturer's recommendation for treatment for pool use.
- b. Maintain a record/Pool Test Report Log (Attachment 3).

(6) Maintenance of Pool Support System

- a. Filter cleaning, repair and/or replacement.
- b. Pump motor operation and maintenance.

(7) The Contractor shall report to the COR any problems regarding the pool.

(c) Pool Maintenance Equipment

(1) The Contractor shall ensure that the following Government-furnished emergency equipment are available within the pool area:

- a. At least one ring buoy with an attached line.
- b. A straight rescue pole.
- c. A shepherd's crook.

(2) The Contractor shall provide care of use of the following Government-furnished pool cleaning and servicing tools:

- a. Tele-pole, 12' to 24' telescoping poles for cleaning.
- b. Leaf rake/skimmer, use to remove the leaf and other debris from the pool.
- c. Vacuum head and hose, use of pump suction pressure to suck the dirt out of the pool.
- d. Leaf vacuum and garden hose.
- e. Tile brush and tile soap.
- f. Water test kits.

### 3. MANAGEMENT AND SUPERVISION

3.1 Supervision. All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel.

3.2 Quality Control. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work sites on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved. Any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

### 4. 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 Paragraph #	Performance Threshold
<u>Services</u> Performs all lifeguard, swimming pool maintenance and fuel dispensing services set forth in the performance work statement (PWS).	1. thru 3.	All required services are performed and no more than one (1) customer complaint is received per month.

4.1 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.

4.2 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.

#### 4.3 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**  
**Government Furnished Property**

The Government shall make the following property available to the Contractor as "Government-furnished property" for performance under the contract:

- (a) Office space for use of the Contractor;
- (b) Tools and equipment, other than those provided by the Contractor (Attachment 2), required for the performance of the services under Section 1 - The Schedule;
- (c) Materials and replacement parts for the maintenance and repair services required under Section 1 - The Schedule;
- (d) Forms required under Section 1 Paragraph 2.2 - Fuel Dispensing Services;
- (e) For swimming pool maintenance:
  - push/tile brush
  - skimmer/rake
  - chlorine
  - muriatic acid
  - decalite
  - water
  - detergent/tile soap
  - rugs
  - disinfectant chemical
  - water pressure washer
  - ladder
  - vacuum head & hose
  - leaf vacuum & garden hose
  - water/pH test kits
  - tele-poles, 12' to 24'
- (f) Pool safety equipment:
  - ring buoy with attached line
  - straight rescue pole
  - shepherd's crook

**Attachment 2**  
**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, other than those provided by the Government (Attachment 1). Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies (such as brooms and rags), equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted provision of services as required by the contract. The following list of Contractor-furnished materials establishes the minimum requirements:

- (a) Uniforms. Minimum of five (5) uniforms with Contractor's logo or company name for each Contractor employee assigned to the contract per year. The Contractor shall not pass on the cost of the uniforms to the contract employees but should include it as part of their prices set forth in Section 1 - The Schedule.
- (b) Safety equipment for each Contractor personnel assigned to the contract:
  - raincoat to protect the workforce during inclement weather – one (1) each
  - rubber boots – one (1) pair
  - safety goggles – one (1) pair
  - safety shoes (for personnel performing fuel dispensing services)
  - chemical resistant face mask (for personnel performing fuel dispensing services)
- (c) Standard mechanical tools for pump, filter and pool routine maintenance, such as screw drivers, adjustable wrench, socket wrench, multi-tester, etc.

**Attachment 3**  
**to Description/Specifications/Performance Work Statement**  
**Pool Test Report Log**



**Attachment 4  
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.)

X (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/yffara.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:

52.217-8 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 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)

652.232-70 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.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

## SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (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), and Section 1 (Pricing), and Section 5 (Representations and Certifications) has been filled out.

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

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

- (1) Name and qualifications/experience of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past 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;
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's

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

- (4) Evidence that the offeror 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 3 years;
  - (b) Certification of credit lines with banks/financial institutions, suppliers, etc.;
  - (c) For the personnel to be assigned to perform lifeguard services: current/valid license/certificate from the Philippine Regulating Agency/Philippine Red Cross for the training and courses required under Section 1 Paragraph 2.1(c)(2).
- (5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2), to include but not be limited to: DTI/SEC registration, Mayor's/Business Permit, SSS and Philhealth registration;
- (6) A copy of the Certificate of Insurance, or a statement that the offeror 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 June 10, 2014 at 9:00am at the Seafront Compound, CMR and DCR. Prospective offerors should contact Ms. Jane Ocampo at (632) 301-2713 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 offeror shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by the offered prices in Section 1 (Pricing), 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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o 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](mailto: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)