



*July 14, 2021*

**U.S. EMBASSY DJIBOUTI  
BP 185 LOT NUMBER  
350-B LOTISSEMENT  
HARAMOUS  
TEL 00253 21 45 30 00  
REPUBLIC OF DJIBOUTI**

Dear Prospective Quoter:

SUBJECT: Solicitation Number ***19DJ1021Q0013 FAC-NEC Chancery Hydronic Water Treatment Preventive Maintenance Service Contract.***

The Embassy of the United States of America invites you to submit a quotation for ***FAC-NEC Chancery Hydronic Water Treatment Preventive Maintenance Service Contract.***

The bidders can submit their questions and clarifications by email to [djiboutiprocurement@state.gov](mailto:djiboutiprocurement@state.gov) before 16:30 PM Djibouti Time on July 22, 2021.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the 19DJ1021Q0010 Enclosed" to the Contracting Officer, **US Embassy Djibouti, P.O.BOX: 185 Lot Number 350-B – Lotissement on or before 16:30 PM Djibouti Time on July 29, 2021.** No quotations will be accepted after this time.

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

1. ***SF-1449***
2. Section 1, Pricing
3. Section 5, Representations and Certifications and ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at [www.irs.gov/w14](http://www.irs.gov/w14)
4. Additional information as required in Section 3

Direct any questions regarding this solicitation to **Embassy Djibouti Procurement team by email([djiboutiprocurement@state.gov](mailto:djiboutiprocurement@state.gov))** or by telephone +253 21 45 30 00 during regular business hours.

Sincerely,

Ruby V. Marcelo  
Contracting Officer

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>PR9756829</b>	PAGE 1 OF 99		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>19DJ1021Q0013</b>	6. SOLICITATION ISSUE DATE <b>07/14/2021</b>		
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME <b>Ruby V. Marcelo</b>		b. TELEPHONE NUMBER(No collect calls) <b>21453000</b>	8. OFFER DUE DATE/ LOCAL TIME <b>07/29/2020 nlt 4:30pm</b>		
9. ISSUED BY <b>GENERAL SERVICES OFFICER U.S. EMBASSY DJIBOUTI</b>			10. THIS ACQUISITION <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: ___ % <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A)    SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
15. DELIVER TO <b>SAME AS ABOVE</b>		16. ADMINISTERED BY		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFERER		18a. PAYMENT WILL BE MADE BY		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTIT	22. UNIT	23. UNIT PRICE	24. AMOUNT
Item 1	<b>FAC-NEC Chancery Hydronic Water Treatment Preventive Maintenance Service Contract as per PWS for one year and four Option Years period.</b>			1	Year		
Item 2							
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							

25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 <small>ARE ATTACHED. ADDENDA</small>		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT <small>ATTACHED</small>	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS <small>ATTACHED. ADDENDA</small>		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT <small>ATTACHED</small>	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>	
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	31c. DATE SIGNED

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
 RFQ NUMBER **19DJ1021Q0013**  
 PRICES, BLOCK 23

NOTE: Add the below to the SF-1449:

<p>JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.</p>
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I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is to for *FAC-NEC Chancery Hydronic Water Treatment Preventive Maintenance Service Contract* in accordance with Attachment A.
- B. The contract will be for a one-year period from the date of the contract award.

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	Scope of Work Paragraphs	Performance Threshold
<p><u>Services.</u> Performs all <i>FAC-NEC Chancery Hydronic Water Treatment Preventive Maintenance</i> services set forth in the scope of work.</p>	<p><b>Introduction</b> thru <b>Exhibit A</b></p>	<p>All required services are performed and no more than one (1) customer complaint is received per month.</p>

- 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.*
- 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.*
- 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.*

- *Firm-fixed price type contract (with or without options for additional quantities of supplies)*

## MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of N/A This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed N/A. This reflects the contract maximum for this period of performance.”

## II. PRICING

### VAT VERSION

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.

A. The below Prices are stated in US \$.

A.1. **Base Year:** The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months

Line	Description	Quantity of Equipment	Type of Service	No. of Services	Unit Price/Service (\$)	Total per Year (\$)
0001	HVAC Water Treatment System	1	Semi-Annual	2		

**A.6. TOTAL PRICE**

<b>Total for Base Year</b>	
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A.7 Repair option. Repairs are NOT included under this agreement and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. Any necessary repairs or parts will be submitted for approval and then billed against a separate purchase order (PO). The Contractor is not approved to do any additional work without approval.

**Repair Labor Rates**

<b>Base Year</b>	\$...../hr
<b>Option Year 1</b>	\$...../hr

5.8 Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside the contract. However, we would like to have the rates in the event of an emergency. Emergency Service, with a forty eight -hour response time, must be available 24-hours per day, 365 days a year. Submit cost for Emergency Services below.

**Emergency Service Rates**

<b>Base Year</b>	\$.....per Trip
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CONTINUATION TO SF-1449,

RFQ NUMBER *19DJ1021Q0013*

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**STATEMENT OF WORK FOR  
PREVENTIVE MAINTANENCE SERVICE CONTRACT**

**HVAC Water Systems**

**American Embassy DJIBOUTI, at DJIBOUTI**

**June 2021**



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**Attachments:** Exhibit A – Statement of Work: HVAC Water Treatment System

## 1. INTRODUCTION

1.1 The United States Department of State (DOS) requires services at the unclassified clearance level, to provide water treatment maintenance services at the Embassy Compound, U.S. Embassy, Djibouti, Djibouti in accordance with this contract.

1.2 The water treatment systems to be maintained is HVAC Water Treatment System.

1.3 The Overseas Buildings Operations (OBO) has a requirement to obtain water treatment maintenance services to execute this work, including logistics, customs, shipping, transportation, labor, water treatment chemicals, tools, water treatment testing kits/equipment, administrative and all associated management support functions. The water treatment service contract will include but not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control water-related problems such as corrosion, scaling, general deposits, and microbiological fouling of the HVAC water systems. All work shall comply with the requirements described in the following, as a minimum:

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

## 2. OBJECTIVES

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

## 3. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in **US dollars**. Prices are for all Contract Line Items. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

## 4. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than August 2021.

5. PRICING

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

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	HVAC Water Treatment System Chancery Building	1	Semi-Annual	2		
001-A						
002						
002-A						
	Total Base Year					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	HVAC Water Treatment System	1	Semi-Annual	2		
101-A						
102						
102-A						
	Total Option Year 1					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
201	HVAC Water Treatment System	1	Semi-Annual	2		
201-A						
201-B						
202						
	Total Option Year 2					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
301	HVAC Water Treatment System	1	Semi-Annual	2		
301-A						
302						
302-A						
	Total Option Year 3					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
401	HVAC Water Treatment System	1	Semi-Annual	2		
401-						

402						
402-						
	Total Option Year 4					

5.6. Total for all years:

Base Year	\$ _____
Option Year 1	\$ _____
Option Year 2	\$ _____
Option Year 3	\$ _____
Option Year 4	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

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

Repair Labor Rates

Base Year	\$ _____ /hr.
Option Year 1	\$ _____ /hr.
Option Year 2	\$ _____ /hr.
Option Year 3	\$ _____ /hr.
Option Year 4	\$ _____ /hr.

5.8 Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside the contract. However, we would like to have the rates in the event of an emergency. Emergency Service, with a forty eight -hour response time, must be available 24-hours per day, 365 days a year. Submit cost for Emergency Services below.

Emergency Service Rates

Base Year	\$ _____ per trip
Option Year 1	\$ _____ per trip
Option Year 2	\$ _____ per trip
Option Year 3	\$ _____ per trip

Option Year 4 \$ \_\_\_\_\_ per trip

6. NOTICE TO PROCEED

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

7. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

the schedule as required.

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

7.9 After review of the US Government Statement of Work and provided technical data by the Contractor, any discrepancies, errors, conflicts, etc. that are discovered by the Contractor, the Contractor shall forward those items to the CO via written correspondence. Submittal of this written correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.

7.9.1 The Contractor shall provide 3 customer references of similar scope of work and US Dollar value.

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

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

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

7.9.5 The service provider must have a minimum of five (5) years of experience with design, and start-up of HVAC water treatment system for United States Embassies and consulates. The provider must be NALCO authorized service provider of the installed equipment of 3-D trasar monitor system, and NALCO magnetic filter system. The qualified vendor must provide a compliance program to ensure the plant is operating in compliance with the manufacturer standards.

## 8. CONTRACTING OFFICER'S REPRESENTATIVE and POST CONTROL OFFICER

8.1 All technical questions concerning the scope and requirements of the U.S. Embassy Djibouti water treatment service contract shall be directed to the Contracting Officer's Representative (COR): COR Elias Yirdaw, [yirdaweg@state.gov](mailto:yirdaweg@state.gov)



8.2 The Post Control Officer (PCO) will be the Contractor's point of contact at the U.S. Embassy Djibouti. All questions concerning coordination of water treatment Service activities while at post shall be directed to the PCO, with weekly reporting to the COR:

PCO

Elias G. Yirdaw -Post Control Officer (PCO)

[YirdawEG@state.gov](mailto:YirdawEG@state.gov)

## 9. PERFORMANCE CRITERIA

### 9.1 Performance Objective

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

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

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

### 9.2 Performance Benchmarks

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

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

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

### 9.3 Performance Monitoring and Reporting

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

## 10. SPECIFICATIONS

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

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

10.3 HVAC Water Treatment System:

10.3.1 The Contractor shall use a molybdate based corrosion and scale inhibitor designed for closed chilled recirculating water systems. The molybdate shall be in a liquid form with a pH level ranging from 10.8 to 12.5. The density of the molybdate shall be between 1.03 to 1.07 kg/L. The molybdate shall not contain any sodium nitrites. The chemicals shall be compatible with propylene glycol. The chemical composition of the molybdate shall contain at the minimum the following chemicals: Sodium Molybdate, Sodium Hydroxide, Sodium Tetraborate, and Pentahydrate.

10.3.2 The Contractor shall provide propylene glycol and maintain a 30% concentration in the chilled water systems. The glycol shall contain propylene with inhibitors and meet all specification requirements as the “Dowfrost” by Dow Chemical Company or approved equal.

10.3.3 The chilled water filter media shall be rated at 98 percent efficiency for 20 micrometer particulates. The filters shall fit in the Embassy’s current filtration unit.

10.3.4 The chilled water shall be maintained with the parameters specified in Exhibit A HVAC Water Treatment Systems Statement of Work

## 11. SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT (SHEM)

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

- Numbers (CLIN) shall include proper disposal of toxic substances where applicable.
- The Service Contractor’s personnel shall be knowledgeable with and adhere to all relevant occupational health and safety legislation and MSDS sheets.
- All electrical equipment and associated materials for the Services Contract comply with UL requirements.
- Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances
- Ensure that the Service Contractor’s personnel comply with all safety procedures and requirements
- Ensure that the Service Contractor’s personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy Djibouti on request.
- Ensure the Service Contractor’s personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE) required for safe implementation of this contract;
- Training program(s) shall be presented and must satisfy the US Embassy Djibouti during the submittal process.

## 12. MAINTENANCE SPECIFICATION DETAILS

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

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

## 13. SCOPE OF WORK

13.1 The water treatment Contractor shall provide both the required chemical products and necessary services to apply the chemicals, monitor their performance, and report the results. The water treatment service contract shall 1) preserve the interior waterside of current piping, HVAC equipment, 2) reduce operating costs and establish a cost effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling, and 3) ensure the proper operation of water treatment equipment.

13.2 The water treatment Contractor shall provide a "support service water treatment" contract. The support service water treatment contract shall involve joint responsibilities between the embassy facility management staff and the water treatment vendor.

13.3 The support service water treatment program shall consist of the embassy facility management staff conducting routine (daily, weekly) water treatment tests of the HVAC water treatment systems and emailing the results to the water treatment Contractor on a weekly basis. The Contractor will then be responsible for conducting a technical analysis of the weekly water treatment testing results from the embassy. The Contractor will then respond to the embassy within 24 hours to direct the embassy facility management staff to make any changes to the chemical dosages and/or equipment operations as necessary.

13.4 The water treatment Contractor shall visit the embassy on a quarterly basis (four times a year once every three months) at 90 days consecutive intervals. The contractor must spend a minimum of three days (24-working hours) on each quarterly visit. The Contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.

13.5 The water treatment Contractor shall provide good chemicals and have a storage life expectance of at least 1 year.

13.6 The water treatment Contractor shall establish minimum and maximum control ranges for each treatment chemical and avoid unnecessary high levels of chemicals to mitigate cost and adverse chemical reactions from improper high level chemical dosage.

13.7 The water treatment Contractor shall perform the required services as described in the following SOW attachments, as applicable: Exhibit A – HVAC Water Treatment System

13.8 The water treatment Contractor shall provide sixteen (16) hours of familiarization annually in both English and French to acquaint operators in the necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

13.9 The water treatment Contractor shall review the facility water treatment logs and the operating logs to verify the chemicals are within design parameters.

13.10 The water treatment Contractor shall discuss the water treatment conditions with the Facility Manager and operating engineers on a monthly basis and follow up with a written service report within five business days after each visit. The report shall be in English and contain the results of

water treatment Contractor's on-site and laboratory tests, comment on the status of each system, and specific recommendations for action if necessary.

14. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

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

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

14.3 Standards of Conduct.

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

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

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

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

**EXHIBIT A**  
**Statement of Work**  
**HVAC Water Treatment Systems**

I. GENERAL INFORMATION:

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

II. PROJECT REQUIREMENTS:

HVAC System Description: Rotary-Screw Air cooled Water Chiller.

Primary and Secondary Chilled Water Loop – 8000 liters or 2100gallons

III. GENERAL REQUIREMENTS:

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

IV. SCOPE OF WORK - PREVENTIVE MAINTENANCE

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

At a minimum, the following work shall be accomplished:

HVAC Water Treatment Preventive Maintenance (PM)

**Semi-Annually and Annually:**

Water Treatment System, Closed Loop

i. Safety & Special Instructions:

1. Chemicals must comply with the Environmental Protection Agency (EPA) regulations and handled in accordance with occupational safety requirements. Employ personal protection against corrosive or hazardous treatment chemicals as appropriate.
2. Be familiar with the Safety Data Sheets of any chemicals used in the water treatment program.
3. Water treatment specialists must be properly trained and certified.
4. Water treatment must be based on proven standard engineering practices.
5. Follow treatment as directed by manufacturer and in accordance with requirements specified under Section 10.
6. Maintenance includes chemicals, chemical feeding, maintaining proper water conditions, controlling bleed off, protecting idle equipment, and record keeping.
7. Ensure chemicals are properly stored; test equipment clean, and that chemicals have not passed expiration date.

8. Maintain records and test results.
  9. All tests shall conform to the manufacturer test procedures and standard values.
- ii. Maintenance Description:
1. Inspect system and complete water analysis.
  2. Monitor and test corrosion coupons (every 90 days for mild steel and copper coupons)
- iii. Maintenance Procedures:
1. Sample water from the closed loop system per manufacturer's recommendations.
  2. Test for the proper levels of chemicals in the closed loop system and adjust chemical feeds as necessary to maintain optimal conditions in the system.
  3. Record test results in a logbook.
  4. Use the conductivity meter to test for total solids and plot in a logbook. Record and analyze abnormal changes.
  5. Check the total conductivity of the system with a conductivity meter. Record results in a logbook.
  6. Check pH with the pH test strips and/or pH meter.
  7. Clean sample bottles and wipe down all chemical treatment equipment.
  8. Change corrosion coupons. Send used coupons to the laboratory for analysis.  
Contractor to supply written coupon corrosion test report to the Facilities Manager within fourteen (14) calendar days after analysis.
- iv. Process Instrumentation Engineer Checks and Adjustments
1. Visual inspection for the controller, sensor, pumps, tubing and other accessories
  2. Testing of the chemical parameters
    - a. pH
    - b. Total dissolved solids
    - c. Conductivity
    - d. Aerobic Plate Count
    - e. Corrosion Inhibitor Level
    - f. Biocide dosage of both the Biocides
    - g. Test supply water for base conditions (iron, manganese, alkalinity, total hardness, silica chloride)
  3. Calibration of the sensor with known standard
  4. Process calibration of conductivity by a calibrated instrument with a known standard
  5. Make sure that the controller is functioning properly.
  6. Make sure that the solenoid valves, contact water meter, inhibitor pump and biocide pumps are physically functioning properly as per the settings in the controller.
  7. Make sure that the chemical is dosed only as per the specification

8. Submit service report with detailed description of errors and causes (if any) and corrective action taken.

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

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

List of Equipment:

Control Panel and Valves	Manufacturer	Make	Model	Specifications	Location
Control Panel	NALCO		3-D Trasar		NOB 3 <sup>rd</sup> floor
Valves & Switches					

### Filtration/Water Treatment Equipment

Filtration and Membranes	Manufacturer	Make	Model	Number	Specifications		Location
					Micron rating (□)	Absolute or nominal	
Filtration	NALCO		Magnetic	1			

Unit			filter				
Replaceable Filter Media							
Sand Filters							
Other							
<b>Chemical Feeding</b>	<b>Manufacturer</b>	<b>Make</b>	<b>Model</b>	<b>Number</b>	<b>Specifications (Media)</b>	<b>Location</b>	
Chemical Pot Feeder	GRISWOLD WATER SYSTEMS		Fb-2	1			
Pumps							
Agitator							
Chemical Solution Tank							

<b>Chemical</b>	<b>Manufacturer</b>	<b>Make</b>	<b>Model</b>	<b>Number</b>	<b>Specifications</b>	<b>Location</b>
System Cleaner	NALCO					
pH Adjustment	NALCO		TRASAR TRAC102			
Corrosion Inhibitor						
Softener						
Other Chemical						

<b>Pumps</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Capacity</b>	<b>Electrical</b>
Booster	BELL AND GOSSETT	1510 48C 8.875 BF M90			
Booster	BELL AND GOSSETT	1510 5BC 9.250 BF			



## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JAN 2021)

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 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 (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_ (5) [Reserved].

\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

\_\_ (10) [Reserved].

\_\_ (11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-3](#).

\_\_ (12)

(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-4](#).

\_\_ (13) [Reserved]

\_\_ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_ (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).

\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).

\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).

\_\_ (v) Alternate IV (JUN 2020) of [52.219-9](#)

\_\_ (18)

(i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).

\_\_ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).

\_\_ (22)

(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).

\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).

\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).

\_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).

\_\_\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

\_X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

\_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

\_\_\_ (30)

(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).

\_\_\_ (31)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

\_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).

\_\_\_ (32)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

\_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).

\_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

\_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_X (35)

(i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

\_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_\_ (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) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (40)

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

\_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).

\_\_\_ (41)

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

\_\_\_ (ii) Alternate I (JUN 2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

\_\_\_ (43)

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

\_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).

(44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

\_\_\_ (47)

(i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter 83](#)).

\_\_ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([41 U.S.C.chapter83](#), [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 (JAN 2021) of [52.225-3](#).

\_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).

\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).

\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).

\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

\_\_X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_X (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_ (63)

(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](#).

\_\_ (iii) Alternate II (FEB 2006) 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 Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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 (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).



(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

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

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

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

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

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

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

**(B) Alternate I (JAN 2017) of [52.224-3](#).**

**(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).**

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [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)**

Add the following clause in full text:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#)); and
- (5) Any trust if-
  - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request.

Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS

on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

**(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. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

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.

(End of clause)

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 **5 years**.

(End of clause)

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.

(End of clause)

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 one copy** 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).

*US Embassy Djibouti*  
*Attn: Budget and Finance*  
*Lotissement Haramous*  
*Lot 350-B Djibouti*  
*Email: djiboutiap@state.gov*

(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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(End of clause)

[  
652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

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

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day

Thanksgiving Day  
Christmas Day

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

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

(End of clause)

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

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

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

The COR for this contract is **Elias Yirdaw Email: [YirdawEG@state.gov](mailto:YirdawEG@state.gov)**  
(End of clause)

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,

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

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

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

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

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

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

### SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference (see SF-1449, Block 27A)

#### ADDENDUM TO 52.212-1

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

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

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm> ]

***A.2. Information demonstrating the offeror's/quoter's ability to perform, including:  
[Note to Contracting Officer: Revise, add to, or delete from the following list, as needed]***

***(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;***

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

1. List of clients over the past **5 years**, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Djibouti or others US Embassy** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

- Business integrity / business conduct.

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

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
6. The offeror's strategic plan for **FAC-NEC Chancery Hydronic Water Treatment Preventive Maintenance Service** services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
  - *a copy of the Certificate of Insurance, or*
  - *a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.*

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

PROVISION    TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision(s) is/are provided in full text:  
652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition.



The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

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

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### **52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

### **52.212-3 Offeror Representations and Certifications-Commercial Items. (FEB 2021)**

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.



*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"—

*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—*

(1) 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.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*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 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.

*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.

(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 in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

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

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

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

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

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

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

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

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR124.1002.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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



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

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

*[List as necessary]*

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will

evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) *Representation.* The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](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 the threshold at FAR [25.703-2\(a\)\(2\)](#) 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

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

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency

has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**(End of Provision)**

Add the following provision:

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It  is  is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue



Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

(End of provision)

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

**ATTACHMENT A**  
PERFORMANCE WORK STATEMENT (PWS)

**STATEMENT OF WORK FOR  
PREVENTIVE MAINTANENCE SERVICE CONTRACT**

**HVAC Water Systems**

**American Embassy at DJIBOUTI, DJIBOUTI**

**June 2021**

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## 15. INTRODUCTION

1.1 The United States Department of State (DOS) requires services at the unclassified clearance level, to provide water treatment maintenance services at the Embassy Compound, U.S. Embassy, Djibouti, Djibouti in accordance with this contract.

1.2 The water treatment systems to be maintained is HVAC Water Treatment System.

1.3 The Overseas Buildings Operations (OBO) has a requirement to obtain water treatment maintenance services to execute this work, including logistics, customs, shipping, transportation, labor, water treatment chemicals, tools, water treatment testing kits/equipment, administrative and all associated management support functions. The water treatment service contract will include but not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control water-related problems such as corrosion, scaling, general deposits, and microbiological fouling of the HVAC water systems. All work shall comply with the requirements described in the following, as a minimum:

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

## 16. OBJECTIVES

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

## 17. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in \_\_\_\_ (*US dollars*) Prices are for all Contract Line Items. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

## 18. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than June 2021.

19. **PRICING**

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

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
001	HVAC Water Treatment System Chancery Building	1	Semi-Annual	2		
001-A						
002						
002-A						
	Total Base Year					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	HVAC Water Treatment System	1	Semi-Annual	2		
101-A						
102						
102-A						
	Total Option Year 1					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
201	HVAC Water Treatment System	1	Semi-Annual	2		
201-A						
201-B						
202						
	Total Option Year 2					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
301	HVAC Water Treatment System	1	Semi-Annual	2		
301-A						
302						
302-A						
	Total Option Year 3					

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

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
401	HVAC Water Treatment System	1	Semi-Annual	2		
401-						

402						
402-						
	Total Option Year 4					

5.6. Total for all years:

Base Year	\$ _____
Option Year 1	\$ _____
Option Year 2	\$ _____
Option Year 3	\$ _____
Option Year 4	\$ _____
TOTAL	\$ _____

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

Repair Labor Rates

Base Year	\$ _____ /hr.
Option Year 1	\$ _____ /hr.
Option Year 2	\$ _____ /hr.
Option Year 3	\$ _____ /hr.
Option Year 4	\$ _____ /hr.

5.8 Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside the contract. However, we would like to have the rates in the event of an emergency. Emergency Service, with a forty eight -hour response time, must be available 24-hours per day, 365 days a year. Submit cost for Emergency Services below.

Emergency Service Rates

Base Year	\$ _____ per trip
Option Year 1	\$ _____ per trip
Option Year 2	\$ _____ per trip
Option Year 3	\$ _____ per trip

Option Year 4 \$ \_\_\_\_\_ per trip

20. NOTICE TO PROCEED

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

21. GENERAL REQUIREMENTS

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

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

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

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

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

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

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



the schedule as required.

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

7.9 After review of the US Government Statement of Work and provided technical data by the Contractor, any discrepancies, errors, conflicts, etc. that are discovered by the Contractor, the Contractor shall forward those items to the CO via written correspondence. Submittal of this written correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.

7.9.1 The Contractor shall provide 3 customer references of similar scope of work and US Dollar value.

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

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

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

7.9.5 The service provider must have a minimum of five (5) years of experience with design, and start-up of HVAC water treatment system for United States Embassies and consulates. The provider must be NALCO authorized service provider of the installed equipment of 3-D trasar monitor system, and NALCO magnetic filter system. The qualified vendor must provide a compliance program to ensure the plant is operating in compliance with the manufacturer standards.

## 22. CONTRACTING OFFICER'S REPRESENTATIVE and POST CONTROL OFFICER

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

COR

Elias G. Yirdaw YirdawEG@state.gov

8.2 The Post Control Officer (PCO) will be the Contractor's point of contact at the U.S. Embassy Djibouti. All questions concerning coordination of water treatment Service activities while at post shall be directed to the PCO, with weekly reporting to the COR:

PCO

Elias G. Yirdaw -Post Control Officer (PCO)

YirdawEG@state.gov

## 23. PERFORMANCE CRITERIA

### 9.1 Performance Objective

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

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

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

### 9.2 Performance Benchmarks

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

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

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

### 9.3 Performance Monitoring and Reporting

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

## 24. SPECIFICATIONS

10.1 All equipment, chemicals, and testing procedures and kits shall be approved by the COR

prior to use in the service contract.

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

10.3 HVAC Water Treatment System:

10.3.1 The Contractor shall use a molybdate based corrosion and scale inhibitor designed for closed chilled recirculating water systems. The molybdate shall be in a liquid form with a pH level ranging from 10.8 to 12.5. The density of the molybdate shall be between 1.03 to 1.07 kg/L. The molybdate shall not contain any sodium nitrites. The chemicals shall be compatible with propylene glycol. The chemical composition of the molybdate shall contain at the minimum the following chemicals: Sodium Molybdate, Sodium Hydroxide, Sodium Tetraborate, and Pentahydrate.

10.3.2 The Contractor shall provide propylene glycol and maintain a 30% concentration in the chilled water systems. The glycol shall contain propylene with inhibitors and meet all specification requirements as the “Dowfrost” by Dow Chemical Company or approved equal.

10.3.3 The chilled water filter media shall be rated at 98 percent efficiency for 20 micrometer particulates. The filters shall fit in the Embassy’s current filtration unit.

10.3.4 The chilled water shall be maintained with the parameters specified in Exhibit A HVAC Water Treatment Systems Statement of Work

## 25. SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT (SHEM)

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

- Numbers (CLIN) shall include proper disposal of toxic substances where applicable.
- The Service Contractor’s personnel shall be knowledgeable with and adhere to all relevant occupational health and safety legislation and MSDS sheets.
- All electrical equipment and associated materials for the Services Contract comply with UL requirements.
- Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances
- Ensure that the Service Contractor’s personnel comply with all safety procedures and requirements
- Ensure that the Service Contractor’s personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy Djibouti on request.
- Ensure the Service Contractor’s personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE) required for safe implementation of this contract;
- Training program(s) shall be presented and must satisfy the US Embassy Djibouti during

the submittal process.

## 26. MAINTENANCE SPECIFICATION DETAILS

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

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

## 27. SCOPE OF WORK

13.1 The water treatment Contractor shall provide both the required chemical products and necessary services to apply the chemicals, monitor their performance, and report the results. The water treatment service contract shall 1) preserve the interior waterside of current piping, HVAC equipment, 2) reduce operating costs and establish a cost effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling, and 3) ensure the proper operation of water treatment equipment.

13.2 The water treatment Contractor shall provide a "support service water treatment" contract. The support service water treatment contract shall involve joint responsibilities between the embassy facility management staff and the water treatment vendor.

13.3 The support service water treatment program shall consist of the embassy facility management staff conducting routine (daily, weekly) water treatment tests of the HVAC water treatment systems and emailing the results to the water treatment Contractor on a weekly basis. The Contractor will then be responsible for conducting a technical analysis of the weekly water treatment testing results from the embassy. The Contractor will then respond to the embassy within 24 hours to direct the embassy facility management staff to make any changes to the chemical dosages and/or equipment operations as necessary.

13.4 The water treatment Contractor shall visit the embassy on a quarterly basis (four times a year once every three months) at 90 days consecutive intervals. The contractor must spend a minimum of three days (24-working hours) on each quarterly visit. The Contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.

13.5 The water treatment Contractor shall provide good chemicals and have a storage life expectancy of at least 1 year.

13.6 The water treatment Contractor shall establish minimum and maximum control ranges for each treatment chemical and avoid unnecessary high levels of chemicals to mitigate cost and adverse chemical reactions from improper high level chemical dosage.

13.7 The water treatment Contractor shall perform the required services as described in the following SOW attachments, as applicable: Exhibit A – HVAC Water Treatment System

13.8 The water treatment Contractor shall provide sixteen (16) hours of familiarization annually in both English and French to acquaint operators in the necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

13.9 The water treatment Contractor shall review the facility water treatment logs and the operating logs to verify the chemicals are within design parameters.

13.10 The water treatment Contractor shall discuss the water treatment conditions with the Facility Manager and operating engineers on a monthly basis and follow up with a written service report within five business days after each visit. The report shall be in English and contain the results of

water treatment Contractor's on-site and laboratory tests, comment on the status of each system, and specific recommendations for action if necessary.

## 28. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

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

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

### 14.3 Standards of Conduct.

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

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

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

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

**EXHIBIT A**  
**Statement of Work**  
**HVAC Water Treatment Systems**

I. GENERAL INFORMATION:

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

II. PROJECT REQUIREMENTS:

HVAC System Description: Rotary-Screw Air cooled Water Chiller.

Primary and Secondary Chilled Water Loop – 8000 liters or 2100gallons

III. GENERAL REQUIREMENTS:

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

IV. SCOPE OF WORK - PREVENTIVE MAINTENANCE

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

At a minimum, the following work shall be accomplished:

HVAC Water Treatment Preventive Maintenance (PM)

**Semi-Annually and Annually:**

Water Treatment System, Closed Loop

v. Safety & Special Instructions:

10. Chemicals must comply with the Environmental Protection Agency (EPA) regulations and handled in accordance with occupational safety requirements. Employ personal protection against corrosive or hazardous treatment chemicals as appropriate.
11. Be familiar with the Safety Data Sheets of any chemicals used in the water treatment program.
12. Water treatment specialists must be properly trained and certified.
13. Water treatment must be based on proven standard engineering practices.
14. Follow treatment as directed by manufacturer and in accordance with requirements specified under Section 10.
15. Maintenance includes chemicals, chemical feeding, maintaining proper water conditions, controlling bleed off, protecting idle equipment, and record keeping.
16. Ensure chemicals are properly stored; test equipment clean, and that chemicals have not passed expiration date.
17. Maintain records and test results.
18. All tests shall conform to the manufacturer test procedures and standard values.

vi. Maintenance Description:

3. Inspect system and complete water analysis.

4. Monitor and test corrosion coupons (every 90 days for mild steel and copper coupons)
- vii. Maintenance Procedures:
9. Sample water from the closed loop system per manufacturer's recommendations.
  10. Test for the proper levels of chemicals in the closed loop system and adjust chemical feeds as necessary to maintain optimal conditions in the system.
  11. Record test results in a logbook.
  12. Use the conductivity meter to test for total solids and plot in a logbook. Record and analyze abnormal changes.
  13. Check the total conductivity of the system with a conductivity meter. Record results in a logbook.
  14. Check pH with the pH test strips and/or pH meter.
  15. Clean sample bottles and wipe down all chemical treatment equipment.
  16. Change corrosion coupons. Send used coupons to the laboratory for analysis. Contractor to supply written coupon corrosion test report to the Facilities Manager within fourteen (14) calendar days after analysis.
- viii. Process Instrumentation Engineer Checks and Adjustments
9. Visual inspection for the controller, sensor, pumps, tubing and other accessories
  10. Testing of the chemical parameters
    - h. pH
    - i. Total dissolved solids
    - j. Conductivity
    - k. Aerobic Plate Count
    - l. Corrosion Inhibitor Level
    - m. Biocide dosage of both the Biocides
    - n. Test supply water for base conditions (iron, manganese, alkalinity, total hardness, silica chloride)
  11. Calibration of the sensor with known standard
  12. Process calibration of conductivity by a calibrated instrument with a known standard
  13. Make sure that the controller is functioning properly.
  14. Make sure that the solenoid valves, contact water meter, inhibitor pump and biocide pumps are physically functioning properly as per the settings in the controller.
  15. Make sure that the chemical is dosed only as per the specification
  16. Submit service report with detailed description of errors and causes (if any) and corrective action taken.

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

Parameters	Maintenance Levels	
	Open System	Closed System
Corrosion on mild steel	Less than 2.0 mpy	Less than 1.0 mpy
Pitting attack on mild steel	None	None
Corrosion on copper alloys	Less than 0.2 mpy	Less than 0.1 mpy
Scaling and deposition	None	None
Microbiological fouling	4. No visible deposits 5. No health hazards 6. Total aerobic count less than 10,000/ml	4. No visible deposits 5. No health hazards 6. Total aerobic count less than 10,000/ml

List of Equipment:

Control Panel and Valves	Manufacturer	Make	Model	Specifications	Location
Control Panel	NALCO		3-D Trasar		NOB 3 <sup>rd</sup> floor
Valves & Switches					

### Filtration/Water Treatment Equipment

Filtration and Membranes	Manufacturer	Make	Model	Number	Specifications		Location
					Micron rating (□)	Absolute or nominal	
Filtration Unit	NALCO		Magnetic filter	1			
Replaceable Filter Media							
Sand Filters							
Other							
Chemical Feeding	Manufacturer	Make	Model	Number	Specifications (Media)		Location
Chemical Pot Feeder	GRISWOLD WATER SYSTEMS		Fb-2	1			
Pumps							
Agitator							



Chemical Solution Tank						
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Chemical	Manufacturer	Make	Model	Number	Specifications	Location
System Cleaner	NALCO					
pH Adjustment	NALCO		TRASAR TRAC102			
Corrosion Inhibitor						
Softener						
Other Chemical						

Pumps	Manufacturer	Model Number	Serial Number	Capacity	Electrical
Booster	BELL AND GOSSETT	1510 48C 8.875 BF M90			
Booster	BELL AND GOSSETT	1510 5BC 9.250 BF			

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. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (JUN 2020)