Dear Prospective Quoter:

SUBJECT: Request for Quotations Number 19M05522Q0003 Connecting the CMR to the Public Sewage System

The Embassy of the United States of America in Rabat invites you to submit a quotation for Connecting the Residential Sewage system to the Municipal Sewer System. Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the Contracting Officer, Bruce Akard on or before March 04, 2022 at 4:00 PM local time.

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

1. SF-1442
2. Section A
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations to AkardB@state.gov during regular business hours.

Sincerely,

Bruce Akard
Contracting Officer
US Embassy Rabat
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SF-1442 COVER SHEET

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G. SPECIAL TERMS AND CONDITIONS
H. CLAUSES
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J. INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION
K. EVALUATION CRITERIA
L. REPRESENTATIONS, CERTIFICATIONS AND OTHER
Connecting CMR to Public Sewage System
RFQ 19M05522Q0003

1. SOLICITATION NO.
   19M05522Q0003

2. TYPE OF SOLICITATION
   □ SEALED BID (IFB)
   X NEGOTIATED (RFQ)

3. DATE ISSUED
   02/18/2022

4. CONTRACT NO.

5. REQUISITION/PURCHASE REQUEST NO.

6. PROJECT NO.

7. ISSUED BY
   CODE

American Embassy
General Services Office
KM 5.7, Av. Mohamed VI
Souissi, Rabat

See Item 7

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:
   A. NAME
   Karima Qara
   B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
   05 37 63 76 95

SOLICITATION

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder.”

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

   Connecting CMR Residential Sewage to the Municipal Sewer System. See Section B, Scope of Work

11. The Contractor shall begin performance within __1__ calendar days and complete it within __100__ calendar days after receiving X notice to proceed. This performance period is X mandatory, □ negotiable. (See ________________.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If “YES,” indicate within how many calendar days after award in Item 12B.)

   X YES  □ NO

   12B. CALENDAR DAYS

   10

ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and __1__ copy to perform the work required are due at the place specified in Item 8 by __4:00 p.m. (hour) local time 03/04/2022. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee X□ is, □ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than __60__ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

STANDARD FORM 1442
Connecting CMR to Public Sewage System

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 45 working days after the date offers are due

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

<table>
<thead>
<tr>
<th>AMENDMENT NO.</th>
<th>DATE</th>
<th>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)</th>
<th>B. SIGNATURE</th>
<th>C. OFFER DATE</th>
</tr>
</thead>
</table>

AWARD (To be completed by Government)

21.21. ITEMS ACCEPTED: All

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CODE</th>
</tr>
</thead>
</table>

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

- 10 U.S.C. 2304(c) ( )
- 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ______ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD Contractor is not required to sign this document Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

30B. SIGNATURE

30C. DATE

31A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

Bruce Akard

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

STANDARD FORM 1442 BACK
SECTION A - PRICING

A.1. The Contractor shall perform all work necessary to place a new sewer line as described in the Statement of Work and attached Design.

A.2. VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

A.3. This is a firm fixed-price purchase order for Items 1 to 10 below in the amount of ________________.

The Contractor shall deliver the following items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SEWAGE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Excavations in trenches or wells throughout the ground, including rocky area</td>
<td>m³</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Backfilling of existing septic tank and/or disposal at the public landfill</td>
<td>m³</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Connecting to public sewer per service provider Redal's recommendations</td>
<td>ft</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Installation of manholes</td>
<td>u</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Installation of circular PVC canalization 300 cm in diameter type S1 or similar including bedding</td>
<td>ml</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PAVING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Demolition of approximately 300 m² terrace and disposal of debris to an authorized landfill</td>
<td>m²</td>
<td>330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Installation of reinforced concrete</td>
<td>m²</td>
<td>330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Installation of interlocking pavers</td>
<td>m²</td>
<td>330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Installation of edging for front yard</td>
<td>m</td>
<td>90</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>VARIOUS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Construction of 2 m x 1.6 m water closet</td>
<td>ft</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAT 20%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL including VAT
SECTION B - STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction. This project is construction services to place a new sewer line system. Currently, the residence is serviced by a septic system which is put under pressure and no longer has the capacity to handle the load.

B.2.0. PROJECT REQUIREMENTS

B.2.1. Description of Project
This project is construction services to place a new sewer line system. Currently, the residence is serviced by a septic system which is under pressure and no longer has the capacity to handle the load.

B.2.2. General Requirements

The U.S. Embassy in Rabat requires construction services from an experienced general contractor to place a new sewer line system. Currently, the residence is serviced by a septic system which is under pressure and no longer has the capacity to handle the load. The purpose of this project is to place new main lines to connect existing septic tank with the city sewer lines. The awarded contractor shall be responsible for providing the qualified labor, materials, tools, and supervision required for successful completion of this statement of work.

B.2.3 PROJECT LOCATION:

This Government- owned residence is situated in 19 Lotissement Azzahiria Avenue Mohammed VI KM 7.5 Souissi, Rabat.

B.2.4 DELIVERABLES

Even though the total area of the terrace has been provided, bidders must take their own measurements to determine if this is the correct area. If a difference is discovered, this discrepancy must be brought to the attention of the Contracting Officer’s Representative.

In general, the work includes, but is not limited to the following items:

1. Conduct a geotechnical and topographical survey.
2. Earthworks for piping and associated works.
3. Supply, transportation and installation of circular PVC canalization 300 cm in diameter type S1 or similar including bedding.
4. Septic tank cleaning; evacuation, backfilling and resizing to a functional manhole.
5. Construction of manholes and chambers on circular pipes for required depth and diameter including steps. Supply, transportation, and installation of manufactured manholes and distribution boxes.

6. Demolition of approximately 300 m² terrace and disposal of debris to an authorized landfill.

7. Supply and placement of 300kg/m³ reinforced concrete to include 10 by 10 cm welded wire mesh.

8. Supply and installation of interlocking pavers including vibrated concrete edging.

B.2.3 PERFORMANCE PERIOD TIME:

The work should be completed onsite within 45 working days from the day the Notice to Proceed is issued by the Contracting Officer Representative.

B.2.5 GUARANTEE:

The contractor shall submit a ONE-YEAR guarantee against defects of materials or workmanship including the cracks repair. Upon notification of such defects within the guarantee period, the contractor shall make the necessary repairs and replacements in timely manner at his/her costs to the satisfactory of the Embassy.

B.2.6 SAFETY:

The Contractor must follow all working safety regulations and provide their personnel with appropriate safety equipment like gloves, safety shoes, eye protection, hearing protection, falling protection etc. A site meeting will be scheduled by the Contracting Officer Representative (COR) and held to discuss safety issues prior to work commencing.

B.2.7 GOVERNMENT-FURNISHED ITEMS:

The US. Government will furnish water and power only for total duration of this project and the contractor shall provide expertise, supervision, personnel equipment, materials, tools, equipment, ladders, scaffolds and whatever will be necessary for the correct execution of the work.

B.2.8 CLEAN UP AND ACCEPTANCE OF WORK:

Prior to the acceptance of the work, all surplus and rejected material and unsightly objects such stones, stumps, limbs, stocks, concrete, etc. shall be removed from the site and not be considered complete until all cleaning up has been done and the site is of a neat appearance.

B.2.9 SECURITY:
The contractor must submit a list of personnel with ID type and numbers as well as the vehicle plate and model to the Embassy contact person within 48 hours of notice to proceed. Security clearances must be completed on all personnel prior to being granted access to the Residence.
SECTION C - PACKAGING AND MARKING

The Contractor shall address letters and all deliverables as listed below:

Redouane Houache
U.S. Embassy Rabat
HOUACHER@STATE.GOV
SECTION D - INSPECTION AND ACCEPTANCE

D.1.0. INSPECTION

The Contractor shall maintain a system of quality assurance and quality control to ensure
that the work meets the requirements of this contract. The Government reserves the right
to inspect the Contractor's work as well as its system of Quality Assurances and Quality
Control (QA/QC).

The Contractor's key point of contact responsible for quality of the work and
documentation is Bruce Akard. The Contractor's key individual responsible for quality of
documentation is Redouane Houache. If a key individual (see D.3 below) needs to be
replaced during performance of this contract the contractor shall submit a resume for a
replacement to the COR for approval.

D.2.0. ACCEPTANCE

Acceptance of deliverable items shall be by the COR. Acceptance or use of documents
developed under this contract shall not relieve the Contractor of responsibility for the
design.

D.3.0. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

The Contractor shall prepare and implement (based on approval by the Government), a
Quality Assurance and Control Plan. The Contractor shall address the following areas in
the plan:

D.3.1. Organizational Structure. Proposed organizational structure for the project,
including charts and a description of responsibilities of key persons who will perform the
work. The Contractor shall identify persons responsible for interface with the
Government.

D.3.2. Document Control. The program must ensure that documents, including changes,
will be reviewed for adequacy, approved for release by authorized personnel, and
properly conveyed to the Government. Persons responsible for reviewing, approving,
and releasing documents and revisions must be identified.

D.3.3. Verification. The Contractor shall identify the senior person(s) who will be
responsible for final review and verification before documents are transmitted to the
Government. Cursory supervisory reviews will not be sufficient. Design verification
may vary from spot-checking of calculations to full-scale review of design drawings and
specifications, as the situation requires.
D.3.4. **Corrective Action.** The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

D.3.5. **Quality Assurance Reporting.** The Contractor shall prepare a Quality Assurance (QA) report. This report shall identify the QA procedures used to review drawings and data for these submissions. This report shall also identify steps taken to coordinate all drawings and documents prepared by the Contractor and subcontractors. The report shall include:

1. QA status of the project;
2. Significant program problems and their solutions/corrective actions;
3. Organization and key personnel changes, as required.

D.3.6. **Checking, Coordinating, and Integrating Drawings.** Quality control procedures shall ensure that individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (such as civil, structural, mechanical, electrical) has been coordinated and integrated. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before document submittal.

D.3.7. **Design-to Budget.** The Contractor shall describe the procedure for meeting the design-to-budget target. The procedure shall include a clear understanding of the cost implications during all design phases. The work of all subcontractors is to be included in the procedure.
SECTION E - DELIVERIES OR PERFORMANCE

E.1.0. PERIOD OF PERFORMANCE

The work should be completed onsite within 45 working days starting the date determined in the Notice TO Proceed or upon the COR’s notification.

E.2.0. CONTRACTOR DELAYS

The project schedule is a key parameter of this project. Completion of the work and documentation is key to the project as a whole. Liquidated damages are anticipated for construction associated with this project; they are not required for this A/E effort. The Government will require adequate consideration for any slippage in schedule without excusable delay. The Contractor is required to document any delays and submit justification to the Contracting Officer.

E.3.0. DELIVERY SCHEDULE

Project construction planning

E.4.0. DELIVERABLES

E.4.1. The Contractor shall deliver the work submittals to the COR at the following address:

US Embassy  
GSO Section  
Km 5.7 Ave. Mohammed VI,  
Souissi, Rabat 10170

E.5.0. MONTHLY PROGRESS REPORT RESERVED
SECTION F - CONTRACT ADMINISTRATION

F.1.0. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer’s Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

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

F.1.1. Duties

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor’s performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1. The Contractor shall submit invoices in the original and three copies to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

F.2.2. The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, contact the COR.

F.2.3. Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Section A shall be made in accordance with FAR
52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor. The Contractor shall e-mail invoices to RabatFMOInvoices@state.gov.

Invoices shall reflect the contract number and the name of the COR.

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

F.2.4. The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.
SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into the design documents.

G.1.1. All documents received or generated under the contract are the property of the U.S. Government.

G.1.2. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government. The Contractor shall mark all design and construction documents as follows:

WARNING
This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

U.S. EMBASSY
Km 5.7 Ave. Mohammed VI,
Souissi, Rabat 10170

G.1.3. Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.

G.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

G.1.5. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The SSO or SSM will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs and/or negatives.

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that
which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

G.1.7. The Department reserves the right to demand retention of all copies of photographs and negatives.

G.2.0. **DESIGN-TO-BUDGET RESERVED.**

G.5.0. **ORGANIZATIONAL CONFLICTS OF INTEREST**

Neither the Contractor nor any of its employees, affiliates, or related entities may propose on the construction effort envisioned by this contract. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction to any offeror or prospective offeror on the construction contract.

The Contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service.

G.6.0. **RELEASE OF INFORMATION**

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall not make public announcements, including news and press releases; these are the prerogative of the Contracting Officer.

G.7.0. **NOTIFICATION OF CHANGES**

G.7.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

G.7.2. **Definitions.** "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

G.7.3. **Notice.** The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

(i) The date, nature and circumstances of the conduct regarded as a change;
(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(iii) The identification of any documents and the substance of any oral communication involved in such conduct;

(iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –
   - What contract line items have been or may be affected by the alleged change;
   - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
   - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
   - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

G.7.4. Continued Performance. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.7.5. Government Response. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
(2) Countermand any communication regarded as a change;
(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
(4) Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.
G.7.6. **Equitable Adjustments.**

If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

1. In the contract price or delivery schedule or both; and
2. Any other term of the contract affected.

In the case of drawings, designs, or specifications that are defective and the Government is responsible, an equitable adjustment shall include the cost and time extension for the delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs, or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for a delay resulting from the Contractor's failure to provide notice or to continue performance as provided above.

G.7.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work. The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.
Connecting CMR to Public Sewage System
RFQ 19M05522Q0003

SECTION H- CLAUSES

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 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 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 (48 CFR Ch. 1) clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (JUN 2020)</td>
</tr>
<tr>
<td>52.203-3</td>
<td>GRATUITIES (APR 1984)</td>
</tr>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)</td>
</tr>
<tr>
<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)</td>
</tr>
<tr>
<td>52.213-4</td>
<td>TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2021)</td>
</tr>
</tbody>
</table>
Connecting CMR to Public Sewage System
RFQ 19M05522Q0003

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

52.228-4 WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)

52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

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52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
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52.237-2   PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.242-14  SUSPENSION OF WORK (APR 1984)

52.243-1   CHANGES – FIXED PRICE (AUG 1987) Alternate III (APR 1984)

52.244-6   SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

52.246-4   INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)

52.246-26  REPORTING NON CONFORMING ITEMS (JUN 2020)

52.249-7   TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

52.249-14  EXCUSABLE DELAYS (APR 1984)

I. The following FAR clause(s) is/are incorporated in full text:

52.204-25  PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS
           AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

           (a) Definitions. As used in this clause—

           Covered foreign country means The People’s Republic of China.

           Covered telecommunications equipment or services means—

           (1) Telecommunications equipment produced by Huawei Technologies
               Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

           (2) For the purpose of public safety, security of Government facilities, physical
               security surveillance of critical infrastructure, and other national security purposes, video
               surveillance and telecommunications equipment produced by Hytéra Communications
               Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology
               Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

   (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

   (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

   (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

II. The following Department of State Acquisition Regulation clause(s) (DOSAR) is/are incorporated by reference (48 CFR Ch. 6):

652.229-71  PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
          (AUG 1999)

652.242-73  AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70  NOTICES (AUG 1999)

652.204-70  DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
          ISSUANCE PROCEDURES (MAY 2011)
          (a) The Contractor shall comply with the Department of State (DOS) Personal
              Identification Card Issuance Procedures for all employees performing under this contract
              who require frequent and continuing access to DOS facilities, or information systems.
              The Contractor shall insert this clause in all subcontracts when the subcontractor’s
              employees will require frequent and continuing access to DOS facilities, or information
              systems.
          (b) The DOS Personal Identification Card Issuance Procedures may be accessed

          (End of clause)

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 e-mail.

Contractor personnel must take the following actions to identify themselves as
non-federal employees:
1) Use an e-mail 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)
SECTION I - LIST OF ATTACHMENTS

Sewer Line Design
SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

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/lscarrier.htm

J.1.0. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described earlier.

Summary of Instructions
Each quotation must consist of the following:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Title</th>
<th>No. of Copies*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Executed Standard Form (SF-1442)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Price Proposal</td>
<td>1</td>
</tr>
</tbody>
</table>

Submit the complete quotation to the address indicated at Block 7 of Standard Form 1442 or e-mail it to QaraK@state.gov.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

Volume 2 shall contain:

1. Complete pricing schedules as identified in Section A. The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.

2. A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described previously.

3. A strategic plan for construction planning services to include but not limited:
   
   (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) A copy of the Certificate of Insurance or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

4. A copy of the firm’s financial statement.

5. A copy of liability insurance policy covering errors and omissions.

6. List of 5 clients, demonstrating prior experience with relevant past performance information and references.

7. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.

8. Designation of Project Site Manager who speaks good English.

9. The qualifications and experience of the offeror’s proposed project.

10. Relevant qualification and resumes of the company personnel.

11. Business Licenses and permit to legally provide constructions services.

J.2.0. 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 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 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 provision(s) is/are incorporated by reference:
52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2017)

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation with additional services under a Time-and-Materials basis.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by emailing AkardB@state.gov and RabatGSO@state.gov.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

J.4.0. FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 5 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm’s sources and uses of cash during the most recent accounting period. This will help the Government assess a firm’s ability to pay its obligations.
The Government will use this information to determine the offeror’s financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.
SECTION K - EVALUATION CRITERIA

K.1.0. EVALUATION PROCESS

The Government will select a contractor following Subpart 36.6 of the Federal Acquisition Regulation. The Government will evaluate the quotation submitted in response to this solicitation. Award will be based on whether the U.S. Government is able to negotiate a fair and reasonable price for these services.

If a mutually satisfactory price cannot be negotiated, the Contracting Officer shall notify the quoter that negotiations have been terminated. The Contracting Officer shall then initiate negotiations with the next firm on the final selection list. This procedure shall continue until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Contracting Officer shall refer the matter to the selection authority who, after consulting with the Contracting Officer as to why a contract cannot be negotiated, may direct the evaluation board to recommend additional firms.

K.2.0. FIRM FIXED PRICES

The Offeror shall propose firm fixed prices for the deliverables listed in Section A and fixed loaded hourly rates for additional services. Proposals that do not include firm fixed prices cannot be evaluated and will be rejected.

K.3.0. SEPARATE CHARGES

Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) 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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

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

(2) 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.

(End of provision)
SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

L.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
     (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

___________________________________________
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

L.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) Taxpayer Identification Number (TIN)

<table>
<thead>
<tr>
<th>TIN:</th>
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<tbody>
<tr>
<td>TIN has been applied for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TIN is not required because:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offeror is an agency or instrumentality of a foreign government</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offeror is an agency or instrumentality of the Federal Government</td>
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</table>

(e) Type of Organization

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<tbody>
<tr>
<td>Sole Proprietorship</td>
<td></td>
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<tr>
<td>Partnership</td>
<td></td>
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<tr>
<td>Corporate Entity (not tax exempt)</td>
<td></td>
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</tbody>
</table>
Connecting CMR to Public Sewage System
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<thead>
<tr>
<th>Corporate Entity (tax exempt)</th>
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</thead>
<tbody>
<tr>
<td>Government entity (Federal, State or local)</td>
</tr>
<tr>
<td>Foreign Government</td>
</tr>
<tr>
<td>International organization per 26 CFR 1.6049-4</td>
</tr>
<tr>
<td>Other:</td>
</tr>
</tbody>
</table>

(f) Common Parent

| Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause. |
| Name and TIN of common parent |
| Name |
| TIN |

(End of provision)

L.3 52.204-8 Annual Representations and Certification (SEP 2021)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541310, and 541330 [insert NAICS code].

(2) The small business size standard is $7.5 million dollars (541310), and $15 million dollars (541330).

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

   (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless –

   (A) The acquisition is to be made under the simplified acquisition procedures in part 13;

   (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

   (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

   (A) Are not set aside for small business concerns;

   (B) Exceed the simplified acquisition threshold; and

   (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, CertificationRegarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xvii) **52.223-1**, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at **52.223-2**, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) **52.223-4**, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) **52.223-22**, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at **52.204-7**.)

(xx) **52.225-2**, Buy American Certificate. This provision applies to solicitations containing the clause at **52.225-1**.

(xxi) **52.225-4**, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at **52.225-3**.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) **52.225-6**, Trade Agreements Certificate. This provision applies to solicitations containing the clause at **52.225-5**.

(xxiii) **52.225-20**, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) **52.225-25**, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) **52.226-2**, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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 on SAM.

(End of provision)

L.4 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.

L5. 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)