

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 83	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>19TH2019Q0023</b>	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 07/31/2019		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Soontaree V. (E-mail: soontare@state.gov)	b. TELEPHONE NUMBER (No collect calls) (02)205-5742	8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY American Embassy, Bangkok Attn: GSO/Procurement GFS Building, 5th Floor (Tower A) Bangkok 10330		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVERY TO American Embassy, Bangkok Attn: USAMD - AFRIMS		CODE	16. ADMINISTERED BY Same as block 9			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Center (FMC) American Embassy Bangkok 120-122 Wireless Road Pathumwan, Bangkok 10330			
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
01	To provide Pest Control Service					0.00
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED (mm-dd-yyyy)		

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER    40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT ( <i>Location</i> )		
			42c. DATE REC'D (mm-dd-yyyy)		42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER S- 19<sup>TH</sup>2019Q0017  
PRICES, BLOCK 23

1. INTRODUCTION

This firm-fixed price contract is for entomological and pest control services for USAMD-AFRIMS, in accordance with Section I C, below. The work shall be accomplished in a manner that:

- conforms to the intent of all applicable Department of State safety, health, and environmental policies, standards and regulations;
- recognizes and takes all precautions against the documented dangers of pesticide application;
- is done in a manner effective for controlling pests and causes no contamination to other parts of the property and environs;
- endangers none of the property occupants or workers; and
- leaves the areas safe for re-occupancy.

2. GENERAL SCOPE OF WORK

The Contractor shall adequately suppress the pest problem described below.

- None -

The Contractor shall inspect the problem area and present an Initial Inspection Report describing the pest problem(s) and conditions present that encouraged the infestation. Based on these findings, the Contractor shall then develop a Pest Control Plan. Non-chemical means of control including, but not limited to structural modifications for pest control, including the application of caulk and other sealing materials are encouraged and shall be required as appropriate.

3. PRICE

- A. The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for pest control services within the time specified herein. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. In consideration of satisfactory performance of all scheduled services required

under this contract, the Contractor shall be paid the following firm fixed-price for all termite control services:

**B. VALUE ADDED TAX**

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.

**C. Price for all services described in this contract:**

Base Year Total	THB
Option Year 1 Total	
Option Year 2 ( <i>Last Option Year</i> ) Total	
<b>GRAND TOTAL OF BASE YEAR PLUS ALL OPTION YEARS</b>	

CONTINUATION TO SF-1449  
RFQ NUMBER 19<sup>TH</sup>2019Q0023  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

1. DEFINITIONS AND REGULATIONS

a. Definitions.

The following terms as used in this contract are hereby defined as follows:

Aerosol - A system consisting of solid or liquid particles suspended in air.

Clean or Decontaminate - To thoroughly remove pesticide residue from surfaces. In order to accomplish this, refer to the pesticide manufacturer's recommendations for cleaning and decontamination.

Contractor - Shall mean the Pest Control Contractor or authorized representative.

COR - Shall mean Contracting Officer's Representative.

DAPU - Department-authorized professional-use pesticides that are listed on Table 2 of the Department's Integrated Pest Management Program document or others that have been authorized (by M/OBO/OM/ SHEM) for a specific application. These pesticides are also listed in Exhibit 2.

DOS - Department of State

Emulsifiable Concentrates - Emulsifiable concentrates permit chemicals which do not dissolve in water, to be suspended in water with water as the extending or diluting material. This is accomplished by dissolving the toxicant in its usual solvent and adding an emulsifying agent to make it possible for small droplets of the solvent, carrying the toxicant to remain dispersed, throughout the water. The emulsion contains water, solvent, pesticide, and emulsifier.

EPA - U.S. Environmental Protection Agency

Fumigation - The act of introducing a toxic chemical in an enclosed area in such a manner that it disperses quickly and acts on the target organism in the gaseous or vapor state.

Integrated Pest Management (IPM) Program - IPM is a written, planned program for long-term pest control that employs habitat modification to reduce the prevalence of pests, self-help

measures such as traps and consumer pesticides, and, as a last resort, professionally applied Department-authorized pesticides (DAPUs).

Label/ Labeling - All printed material included with a pesticide product that describes how the pesticide may be used and provides directions and precautions. This material may include multiple pages of information in the form of a separate booklet enclosed with the pesticide. All of this information comprises the labeling which users must legally follow.

Log - An official record of all activities that occurred during the term of the contract and identifying the various work locations, Contractor personnel, and other pertinent information.

Monitoring - The process of visually inspecting a specific application of pesticide(s) in order to determine the proper use and adherence to the labeled instructions as, well as general safety precautions.

MSDS - Material safety data sheet that lists hazardous ingredients in a chemical product, such as a pesticide, and provides guidance on safety precautions.

Pest Control Activities - All activities from initiation of work area preparation through successful suppression of the target pest identified within the Initial Inspection Report.

Pest Control Plan (PCP) - The Contractor shall develop a written Pest Control Plan after the initial site inspection and submit such plan to the COR for approval. This Plan shall propose measure to reduce the existing pest population and prevent future infestations. Exhibit 1 contains a model Pest Control Plan form.

Pest Control Technicians - Throughout the purchase order's performance, all personnel providing on-site pest control services must meet the requirements of the host country for training, registration, or certification as pest control technicians.

POSHO - Post Occupational Safety and Health Officer

SHEM – Safety, Health and Environmental Management

Supervisor - An on-site Supervisor and an alternate shall have the Contractor's authority to act on matters pertaining to the performance of services required under this purchase order. This individual shall ensure safety and carry out coordination and continuity of the program routine. The on-site Supervisor and alternate shall both have a working knowledge of this purchase order; the PCP; and Service Schedule for each of the properties. Additionally, the on-site Supervisor and alternate must both be certified as required by the laws and regulations of the host country.

Work Area - The area where a pesticide is being applied. This includes any areas adjacent to which building occupants could be exposed to the pesticide(s) being applied.

b. DOS Policies, Regulations, and Standards.

This sets forth DOS policies, regulations, and standards, which are included in the Safety, Health, and Environmental Management Resource Guide and others and are incorporated by reference and made part of the specifications.

Requirements include adherence to work practices and procedures stated in applicable codes and regulations. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes and regulations.

Except to the extent that more explicit or more stringent requirements are written directly into the purchase order documents, all applicable DOS policies, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the purchase order documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable DOS policies, regulations, and standards in their most current form. The Contractor shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, their employees, or subcontractors.

2. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Certificate of Insurance (see 4.c., under Other Requirements, below)	[insert date]	Contracting Officer
Pest Control Plan (see 3.b. below)	[# of days after initial inspection]	COR

3. SPECIFIC TASKS

a. Initial Inspection

The Contractor shall conduct a thorough, initial inspection of the property or site within the time specified in the purchase order. The purpose of the initial inspection is for the Contractor

to: verify site conditions; identify the insect or organism to be controlled; identify sensitive areas; identify equipment needs; identify structural features, maintenance practices, etc. that are contributing to pest infestations; and, develop a Pest Control Plan.

Access to building space shall be coordinated with the Contracting Officer's Representative (COR). The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

b. Develop a Pest Control Plan

Prior to initiation of service, the Contractor shall submit to the COR a Pest Control Plan for each property or site identified in the purchase order within 15 days following the initial inspection. Upon receipt of the Pest Control Plan, the COR will render a decision regarding its acceptability within 15 days. The Contractor shall be on site to initiate service within 7 days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have 15 days to submit revisions.

The Pest Control Plan shall consist of the following parts:

1. Proposed methods for control, including name of any pesticide(s) to be used, specimen labels and Material Safety Data Sheets (MSDS sheets) for all pesticides proposed to be used. All professional-use pesticides must be authorized by the Department (see Exhibit 2 for pre-authorized pesticides) and appropriate for the target pest and situation. A list of brand names of rodent bait boxes and any other control devices or equipment should also be included.
2. Methods to be used to ensure the safety of building occupants and visitors to the site including the anticipated period that the premises must be vacated (if applicable).
3. Preparations that must be carried out other than by the Contractor prior to implementation of the Pest Control Plan (e.g. removing pets, covering food handling equipment).
4. A description of conditions conducive to the pest problem and any structural or operational changes that would facilitate the pest control effort.
5. A copy of any local license, if applicable, for every Contractor's representative who will be performing on-site service under this contract.
6. A list identifying the on-site person(s) who will be performing the pest control work. All pertinent information regarding their qualifications, experience, and training must also be provided.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each property or site. The Contractor shall receive the concurrence of the COR prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel. A model Pest Control Plan form is included as Exhibit 1 of this purchase order.

**NOTE:**

The Department **must** approve all pesticides used by the Contractor. Department-authorized professional-use pesticides (DAPU) are found in Exhibit 2, Department-Authorized EPA-Registered Professional-Use Pesticides for Common Pests. Use of non-chemical and self-help pesticides in lieu of professional-use pesticides is encouraged as appropriate for the pest problem.

c. Apply Pesticide

General

The Contractor shall only apply pesticides that have been included in the Pest Control Plan and approved in writing by the COR. As a rule, the Contractor shall not apply pesticides in any area inside or outside the premises - i.e., in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations - unless the Contractor's inspections confirm the presence of pests in that specific area.

The Contractor shall deliver all materials and supplies to the site in the original unopened containers bearing the name of the manufacturer and details for proper mixing, application, storage and disposal.

The Contractor shall apprise all workers, supervisory personnel, and any other contractors who will be at the work site of the seriousness of the hazard and of proper work procedures, which must be followed.

The Contractor shall coordinate any and all pesticide use and activities with the COR prior to actual application. No pesticide application shall occur unless advance preparations have been completed (Section B item 3). If the COR is not the POSHO, the COR will receive the approval of the POSHO before instructing the Contractor to begin application. The COR shall ensure that he/she has copies of the Material Safety Data Sheets and pesticide labeling for the pesticides being used and that the Contractor also has copies of said information so that protective measures and/or spills may be properly addressed.

The COR shall provide the Contractor with the following:

- Access to all identified areas for pest control.

- Water and electricity from outside of the work area (The Contractor shall be responsible for the tie-ins to these services.)
- A designated space for the Contractor to park vehicles necessary to perform the work, if required.
- The name and phone number of at least one building authority who can be contacted 24 hours a day, if other than the COR.

#### Insect Control

**Pesticide Products and Use:** When it is determined that a professional pesticide must be used in order to obtain adequate control, the Contractor shall apply a Department-authorized professional-use pesticide that is appropriate for the target pest and situation. The Contractor shall conduct the application in compliance with all instructions and precautions noted on the specimen label as well as Department specifications, which are a subset of the labeling.

The Contractor shall be responsible for application of pesticides according to the label and Department specifications (refer to the Department's Integrated Pest Management Program document). All pesticides used by the Contractor must be EPA registered and/or authorized by the Department. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions; all applicable U.S. Federal laws and regulations; and any applicable international or host country laws and regulations.

The Contractor shall minimize the use of liquid pesticide applications wherever possible. For example, as a general rule pesticide formulations shall be applied indoors only as spot and/or crack, and crevice treatments with application devices specifically designed or modified for this purpose.

"Crack and crevice treatment" is defined herein as an application in which the stream of pesticide is never visible. Small amounts of insecticides are applied into cracks and crevices in which insects hide or through which they may enter buildings. Such openings commonly occur at expansion joints, between different elements of construction, and between equipment and floors. These openings may lead to voids such as hollow walls, equipment legs and bases, conduits, motor housings, junction or switch boxes.

"Spot applications" are limited to areas in which insects are likely to occur, but which will not be in contact with food or utensils and will not ordinarily be contacted by people or pets. These areas may occur on floors, walls, and bases or undersides of equipment. For this purpose, a "spot" will not exceed 3 square feet.

Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. Special authorization will be required.

If the proposed pesticide is not already authorized in the Department's Integrated Pest Management Program document, the Contractor must submit a written request for authorization to the COR prior to any pesticide application. The COR shall render a decision regarding the treatment prior to its application. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. Other than spot or crack and crevice treatments, no applications of professional-use pesticides shall be made while tenant occupants are present.

#### Rodent Control

**Pesticide Products and Use:** Mechanical or sticky traps are the preferred method of rodent population reduction. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside and/or outside occupied buildings, the Contractor shall obtain the approval of the COR prior to making any interior rodenticide treatment.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

As a general rule, rodenticide application outside buildings shall target the direct treatment of rodent burrows wherever feasible.

The Contractor shall be responsible for:

- notifying the COR about the location of all rodent burrows on the premises that must be filled, and
- be responsible for removing rodent carcasses.

The Contractor shall not store any pesticide product or container on Government property.

d. Inspection and Acceptance

Upon notification to the COR that the service has been provided, the COR shall visually inspect the work area/treated area. If the work is not satisfactory, the COR shall advise the Contractor in writing. The COR shall repeat the inspection when assured that the work has been completed properly. The COR shall periodically conduct unannounced site visits to observe that the Contractor is implementing all requirements specified in the Pest Control Plan.

When the work has been satisfactorily completed, the COR shall so certify acceptance on the OF-127, Receiving and Inspection Report.

e. Clean-up of Area

Upon final acceptance by the COR, the Contractor shall remove temporary protective measures (e.g., exhaust fans, tarps placed up for fumigation, and facilities installed for work by the Contractor). Any warning placards shall be removed.

The Contractor shall remove all tools, equipment and supplies from the work area. No pesticides, empty pesticide containers or equipment used for pesticide application shall be left behind in the work area.

The work area shall be free of dirt and/or debris when the project is complete. All holes drilled by the Contractor shall be patched and covered with standard construction materials or as stated in the Pest Control Plan.

The Contractor shall comply with the Department of State's cleaning and safety regulations and the Contractor shall not:

- burn waste materials,
- bury debris or excess materials, or
- allow volatile, harmful or dangerous materials to enter the drainage system.

4. OTHER REQUIREMENTS

a. Manner and Time to Conduct Service

The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the COR at least one day in advance.

b. Safety Precautions

The Contractor shall observe all safety precautions throughout the performance of this purchase order and be prepared to clean up any pesticide spills. The Contractor shall provide for proper protection of applicators in accordance with label instructions and local country safety and health requirements. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site. The following areas are restricted:

**NONE**

The Contractor shall take appropriate continuous measures as necessary to protect all building occupants from the hazard of exposure to pesticides. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractors that result in illness or death.

c. Certificate of Insurance

The Contractor shall submit a current certificate of comprehensive general liability insurance on an occurrence basis including bodily injury, personal injury, premises/operations, independent contractors, products and completed operations, contractual liability and broad form property damage. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

The insurance shall include a specific endorsement for the extension of coverage to pest control and pesticide applications. The State Department shall be shown on the certificate as an "additional insured". A copy of the policy shall be provided with any Certificate of Insurance. The certificate shall further provide that the State Department be given thirty (30) days prior notice of cancellation or any change in coverage. Minimum acceptable liability coverage is:

**THB 500,000** Combined Single Incident Limit for Bodily Injury and Property Damage, and

**THB 500,000** Bodily Injury and Property Damage (each occurrence)

If umbrella excess coverage is used to satisfy these limits, the certificate of insurance shall indicate that it is following the Primary Policy.

d. Contractor Personnel

All Contractor personnel providing on-site pest control service must meet local requirements in the host country where service is actually performed, for training, registration, or certification as may be required by the local laws of the host country for pesticide applicators. Unqualified individuals shall not be permitted to provide service under the terms of this purchase order. In addition, all applicators must review, understand and abide by the pesticide labeling instructions and Department-authorized uses, which are a subset of the labeling instructions.

The COR may request removal of any Contractor personnel from the work site for cause, such as inappropriate behavior, unfit persons not skilled in the work, or lack of appropriate equipment or materials. The Government shall not be responsible for the cost of returning or replacing this person at the work site.

e. Contractor Use of Premises

The Contractor shall confine operations to the areas specified in this purchase order. Portions of the site beyond areas in which work is indicated shall not be disturbed.

The Contractor shall conform to the Post's security rules and regulations affecting the work while engaged in pesticide application or regarding personal behavior.

The Contractor shall keep existing driveways and entrances serving the premises clear and available to Post personnel and the public at all times.

The Contractor shall not unreasonably encumber the site with materials or equipment.

The Contractor shall take all necessary precautions to protect the building or site and its occupants during the application of pesticides. The COR shall provide the occupant(s) of the property(ies) to be treated with a notice of pesticide precautions focusing on whether premises should be vacated and the applicable re-entry requirements. A notification form is included as Exhibit 3 in Section J of this purchase order.

f. Owner Occupancy

Post shall occupy the portions of the buildings not affected by the pest control operations during the period of application. The Contractor shall cooperate fully with the COR to minimize conflicts and to facilitate occupant's usage. The Contractor shall perform the work so as to interfere with Post operations as little as possible.

g. Reporting Accidents

The Contractor shall prepare and submit to the COR and the POSHO reports of significant accidents on site. The Contractor shall record and document data and actions taken in

accordance with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss is sustained, or where the event posed a significant threat of loss of property or personal injury. This includes pesticide spills that cause environmental contamination.

h. Unusual Conditions

When an unusual condition of the property or site is discovered during work (e.g., pesticide leaks on the interior of foundations, or any pesticide application which may contaminate a building or overexpose an occupant), the Contractor shall stop work immediately and advise the COR. This should be followed by a special report, if deemed necessary by the COR.

i. Emergencies

The Contractor shall discuss emergency service issues with the COR or other Post personnel to reach a common understanding as to fire, ambulance, or other agencies that service the abatement work site in case of an emergency. The Contractor shall post in the work area the telephone numbers and locations of emergency services including, but not limited to, fire, ambulance, doctor, and hospital.

Any Contractor personnel at the work site shall notify emergency service agencies if necessary.

5. COMPLETION DATE

The Contractor shall complete all work required hereunder not later than *[None]*, after COR approval of the Pest Control Plan.

6. DOSAR 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 *USAMD-AFRIMS Officer.*

7. RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate pest management file. The file shall contain as a minimum, the following items:

- A copy of the PCP for each property serviced under this purchase order, including all of the attachments (i.e., labels, Material Safety Data Sheets, and local license).
- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate all of the pest surveillance data.
- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site or pesticide application.

**8. 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 Para	Performance Threshold
<u>Services.</u> Performs all pesticide management services set forth in the scope of work.	1. thru 7.	All required services are performed and no more than two (2) customer complaint is received per month.

8.1. 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.

8.2. 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), if any of the services exceed the standard.

**8.3 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.

**DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

- Exhibit 1 Model Pest Control Plan Form – accessed through SHEM’s Integrated Pest Management Program at:  
<http://obo.m.state.sbu/ops/shem/Pages/IPMProgram.aspx>
- Select, *Pesticide Application Plan*, and
  - access the document by clicking on the link and selecting open.
- Exhibit 2 Department-Authorized EPA Registered Professional-Use Pesticides for Common Pests – accessed through SHEM’s Integrated Pest Management Program at:  
<http://obo.m.state.sbu/ops/shem/Pages/IPMProgram.aspx>
- Select, *Pesticides (Authorized)*,
  - access the document by clicking on the link and selecting open,
  - go to Page 3, or
  - scroll down to Table 2 to view the document.
- Exhibit 3 Pesticide Application Notification – accessed through SHEM’s Integrated Pest Management Program at:  
<http://obo.m.state.sbu/ops/shem/Pages/IPMProgram.aspx>
- Select *Application Notification*, and
  - access the document by clicking on the link and selecting open.
  -
- Exhibit 4 List of Building(s) and Pest Problem(s)

**EXHIBIT 1: U.S. DEPARTMENT OF STATE PESTICIDE APPLICATION PLAN**

**U.S. Department of State Pest Control Plan**

<p>This form is to be used by posts to formally authorize and document the conditions under which a contractor can apply pesticides in Department-owned/leased residences. As requested, an inspection of this property has been conducted and the following treatment plan is authorized.</p>		
<p>LOCATION OF PROPERTY TO BE TREATED:</p>		
<p>LOCATION OF TREATMENT</p>	<p>INDOORS. Yes ___ No ___</p>	<p>OUTDOORS. Yes ___ No ___</p>
<p>1. TARGET PEST(S) (e.g. Flies, Cockroaches, etc.)</p>	<p>2. NAME OF PESTICIDE TO BE USED (e.g. Premise, Tempo, etc.)</p>	
<p>3. MANUFACTURER NAME AND ADDRESS:</p>		
<p>4. ACTIVE INGREDIENTS AND PERCENTAGES:</p>		
<p>5. DILUTION RATE</p>		
<p>6. DILUTED WITH</p>		
<p>7. (%) OF ACTIVE INGREDIENT AFTER DILUTING</p>	<p>7A. METHOD OF APPLICATION (e.g. Spot and Crack/Crevise Spray, Eqp. Application Rate)</p>	
<p>8. OTHER PEST CONTROL DEVICES (Used or to be Use, i.e. Tamper Proof Bail Stations, Improved Sanitation)</p>		
<p>9. MEASURES TO ENSURE SAFETY OF PROPERTY/OCCUPANTS (i.e. Ventilation and Drying Requirement for Reentry)</p>		
<p>1) Preparation _____</p>		
<p>2) During Application _____</p>		
<p>3) Reoccupancy _____</p>		
<p>10. COMMENTS:</p>		
<p>CONTRACTOR/PLAN PREPARER PRINTED NAME</p>		
<p>CONTRACTOR/PLAN PREPARER SIGNATURE</p>		<p>DATE</p>
<p>NAME AND QUALIFICATIONS OF APPLICATOR(S) (CREDENTIALS)</p>		
<p>PRINTED NAME AND SIGNATURE OF APPROVER FOR PESTICIDE APPLICATION</p>	<p>TITLE (CIRCLE ONE): POSHO, GSO, COR</p>	<p>DATE</p>
<p>ATTACHMENTS</p>		
<p>1. PESTICIDE LABEL(S) (must be Department authorized and appropriate for pest problem)</p>	<p>2. COPY OF APPLICATOR'S LOCAL LICENSE AND/OR CERTIFICATION (if required)</p>	
<p>3. MATERIAL SAFETY DATA SHEET(S)</p>	<p>4. COST PROPOSAL</p>	

**NOTE TO THE COR**

Prior to resorting to the use of chemical pesticides, the infestation must be confirmed and the effectiveness of self-help and prevalence reduction measures clearly demonstrated. When chemical pesticides are authorized, post should ensure that no substitutions are made with product (s) other than listed on the approved Post Pest Control Plan. The COR will notify occupants of the precautions and schedule to vacate treated space and not to reenter until \_\_\_ hours after the pesticide application (re-entry time depends on pesticide and extent of application and dry time).

**EXHIBIT 2: DEPARTMENT-AUTHORIZED EPA REGISTERED PROFESSIONAL-USE  
PESTICIDES FOR COMMON PESTS**

<p>Crawling Insects: cockroaches, ants, spiders, silverfish, etc. NOT fleas indoors!</p>	<p>For indoor and outdoor use. Use for spot spraying and crack and crevice treatment indoors; areas such as baseboards, storage areas, closets and outdoor areas such as patios, driveways, refuse areas, or where cockroaches congregate or have been seen. Dursban Pro is suitable for controlling insects on turf, trees and ornamentals. See details on label.</p>	<p>Dursban Pro- 22% chlorpyrifos, emulsifiable concentrate (EC)</p> <p>Dursban LO 42% chlorpyrifos emulsifiable concentrate (EC) (Being phased out)</p>	<p>6840-01-412-4361. 1 pint bottle costs ~\$9.86</p> <p>6840-01-210-3392. 12 40 ml bottles per box costs ~\$30.74</p>	<p>Mix 1 ½ oz per gal of water for 0.25% finished concentration. Mix 2 2/3 oz per gal of water for 0.50% finished concentration.</p> <p>Mix 40 ml bottle per gal of water for 0.5% finished concentration.</p>
<p></p>	<p>Indoors - apply as a residual spray using spot treatments, including crack and crevice treatment. May be used outdoors on lawns and ornamentals around the property to control aphids, mites, bagworms, leaf-hoppers, etc.</p>	<p>Diazinon 4E-- 47.5% emulsifiable concentrate (EC)</p>	<p>6840-00-782-3925 1 gal. can (CN) costs ~\$37.88</p>	<p>Mix 2.5 oz per gal. of water for a 1.0% finished concentration</p>
<p>Crawling Insects: cockroaches, ants, spiders, silverfish, etc. NOT fleas indoors!</p>	<p>For spot and crack and crevice application only (indoors). Outdoor surfaces such as porches, patios, garages.</p>	<p>Tempo 2 EC (24.3% Cyfluthrin), liquid concentrate</p>	<p>6840-01-313-7359 12 240 ml bottles per box (BX). Box costs ~\$341.12</p>	<p>Mix 8 ml of Tempo 2 in 1 gal of water-0.05% finished concentration. For heavy infestations, mix 16 ml of Tempo 2 in 1 gal water-0.10 finished concentration.</p>

<p>Flying Insects: flies, mosquitoes, gnats, moths, fleas, etc.</p>	<p>USE SELF-HELP PRODUCTS</p>			
<p>Rats and Mice, domestic</p>	<p>Bait (pellets) must be placed in tamper proof bait stations (ordered separately). Keep away from humans, domestic animals and pets.</p>	<p>Talon-G (Brodifacoum). Single dose anticoagulant. 0.005% bait (pellets).</p>	<p>6840-01-426-4808 11 pound can (CN) costs ~\$32.51</p>	<p>Keep out of reach of children. May be harmful or fatal if swallowed. For both Talon-G and Maki, for rats apply 4 to 16 ounces bait (at intervals of 15 to 30 feet) per placement. Maintain an uninterrupted supply of fresh bait for 10 days or until signs of rat activity cease. For mice apply 1/4 to 1/2 ounce of bait at intervals of 8 to 12 feet per placement. Up to 2 ounces may be required for high mouse activity. Maintain uninterrupted supply of fresh bait for 15 days or until signs of mouse activity cease.</p>
<p>Termites, subterranean</p>	<p>Outdoors only around the perimeter of the property by injection and/or trenching which provides a termite resistant barrier for a number of years.</p>	<p>Dursban TC (termiticide concentrate). 42.8% chlorpyrifos. Emulsifiable Concentrate.</p>	<p>6840-01-270-9766, 4, 1 gal plastic containers per unit of issue box (BX). Box costs ~\$280.16</p>	<p>Use a 1 % emulsion. Mix 2 gallons of Dursban TC in 98 gallons of water. Once diluted, apply at a rate of 4 gallons of emulsion per 10 linear feet of building foundation being treated. Detailed instructions are covered on the label.</p>

<p>Termites, drywood and other wood infesting insects such as beetles, and carpenter ants</p>	<p>Indoors - for treatment of small areas of wood-infesting insects, e.g. drywood termites, apply by brushing or spraying the diluted spray evenly on wood surfaces. For large or overhead areas, apply as spray to the point of run-off. Use a coarse, low-pressure (20 psi) spray.</p>	<p>Dursban Pro-22% chlorpyrifos emulsifiable concentrate (EC)</p>	<p>6840-01-412-4361. Unit of issue, 1 pint bottle. 1 pint costs \$24.32</p>	<p>Use a 0.5% spray to control light infestations and a 1.0% spray to quickly reduce heavy infestations or for extended residual control. For a 0.5% spray, mix 2 2/3 oz of Dursban Pro with 1 gal of water. For a 1.0 % spray, mix 5 1/3 oz of Dursban Pro with a gal of water. See label for selective outdoors use such as doors, windows, etc.</p>
<p>Fleas (indoor control)</p>	<p>USE SELF-HELP PRODUCTS</p>	<p>Tempo 2-(24.3% cyfluthrin), liquid concentrate</p>	<p>6840-01-313-7359-12, 240 ml bottles per box (BX). Box costs ~\$341.12</p>	<p>Use a 0.1% dilution of Tempo 2. Mix 16 ml of Tempo 2 in 1 gal of water. Detailed instructions are covered on the label.</p>
<p>Mosquitoes, outdoors</p>	<p>Use for outside surfaces of buildings and for perimeter treatments as a residual spray where adult mosquitoes congregate or have been seen. Do not apply inside buildings.</p>	<p>Dursban Pro 22% chlorpyrifos, (EC) Emulsifiable Concentrate</p>	<p>6840-01-412-4361. Unit of issue, 1 pint bottle, pint costs ~\$9.86</p>	<p>Mix 2 2/3 oz of Dursban Pro per gal of water for a 0.5% finished concentration.</p>

<p>Mosquitoes, outdoors (larvicide)</p>	<p>Briquets added to standing water in ponds, bird baths, tires, etc. for sustained release of larvicide for long-term control of mosquito larvae</p>	<p>Bactimos Briquets (<i>Bacillus thuringiensis berliner var israelensis</i> - bti) (10%)</p>	<p>6840-01-377-7049 100 Briquets per box (BX). Box costs ~\$85.18</p>	<p>Briquets release bti for a period of 30 days or longer. More details on label for outdoor use.</p>
<p>Weeds, grasses and other plants</p>	<p>Non-selective herbicide. Kills all vegetation such as weeds, grasses, etc. Spray applied.</p>	<p>Roundup Pro Glyphosate, 41% water soluble liquid</p>	<p>6840-01-108-9578 5 gal can (CN) costs ~\$239.85</p>	<p>For both Roundup products (liquid and dry pack) mix with water in accordance with label instructions for selected vegetation to be controlled.</p>
<p>Weeds</p>	<p>Selective herbicide. Kills certain plants such as broadleaf weeds and brush while leaving desirable grasses.</p>	<p>Roundup Dry Pack Glyphosate, 0.96% water soluble</p>	<p>6840-01-399-0673 25 packages per box (BX) costs ~\$55.00</p>	<p>Mix 2,4-D with water in accordance with label instructions for selected weeks and other vegetation to be killed.</p>
<p>Weeds</p>	<p>2,4-D (2,4-Dichloro- phenoxy acetic acid) water soluble emulsifiable liquid</p>	<p>6840-00-664-7060 2.5 gal can (CN) costs ~\$62.00</p>		

NOTE: Pesticide prices are subject to change.

### **EXHIBIT 3: PESTICIDE APPLICATION NOTIFICATION**

#### **PESTICIDE APPLICATION NOTIFICATION**

This form is to be given to residence occupants at least 24 hours before application.

A pesticide applicator is scheduled to come to your home or office to treat for pests, which you have been unable to control by other non-chemical means. The applicator has been authorized in writing to use a designated pesticide(s) that is authorized by the Department for the specific pest and application. Pesticide labels and other safety related information should be available from the GSO, POSHO or health unit.

All pesticides are poisons and are used judiciously to combat pests, which, in addition to being a nuisance, may pose health risks and/or cause significant property damage. You can reduce your exposure to pesticides by following the steps indicated below:

- Practice pest prevalence reduction and self-help measures to reduce or eliminate the need for chemical pesticide treatment.
- Follow instructions on the pesticide label if you are using a self-help pesticide.
- Do not demand more pesticide applications or application of more pesticide than the applicator is using. More is not better.
- Vacate any location where pesticides are being applied in spray form or as instructed by post. This includes any household pets. If you have fish, consider covering the aquarium with plastic if it is too large to move. Some pesticides may be quite toxic to fish or other aquatic life.
- Follow all instructions from post to prepare for the pesticide application, such as clearing the area that will be treated, removing toys, removing pets, vacating the premises, etc.
- Remove food, dishes, pots, pans and other cooking/eating utensils before treating kitchen cabinets. Pesticides should not be allowed to contact any surface/object that will contact food. Wait until the shelves dry before refilling them. If it's possible that contact occurred, wash the items thoroughly with soap and hot water before use.
- Allow adequate ventilation following the application of pesticides indoors. When spraying will occur outdoors, close the windows of your home. It may be difficult to predict how long the treated space should be vacated; however, all sprayed surfaces should be dry. Usually a minimum of one to two hours will be necessary. Although odor is not necessarily the best indicator of exposure, ventilation should be increased in areas where the odor is bothersome.
- Do not use surface sprays to treat entire floors, walls or ceilings even though such "broadcast" applications may be listed on the product label.
- Be aware of the locations of rodent or insect baits, and ensure that small children or pets cannot reach them. Tamper-proof bait stations must be used.
- Do not permit anyone other than pesticide applicators authorized by the POSHO to treat your office or residence.
- Contact the POSHO immediately if you suspect a misapplication. Signs of a possible misapplication could include wet surfaces where the pesticide was applied, strong odors, scattered bait, and/or health symptoms following re-occupancy of a treated area.
- Contact the medical unit if health symptoms are experienced. Be sure to mention that a pesticide application occurred.

Any questions or concerns? Contact the POSHO

POSHO

**EXHIBIT 4: List of Building(s) and Statement of Work**

**PROJECT NAME: ANNUAL SERVICE CONTRACT: PEST CONTROL PROGRAM**  
**Location: AFRIMS Buildings, Bangkok**  
**Start Date: TBD**  
**Finish Date: TBD**  
**Estimate Budget: TBD**  
**Contract Period: 1 year with 2 years Options to renew**

Scope of work	Specification work requirement
<p><b>1. General</b></p>	<p><b>a. Prearrangement and Safety:</b> The contractor is responsible for providing a protective partition at the construction area and personal protective gears for personal use as needed to accomplish the assignment job.</p> <p>If the contractor needs to do hot work OR any open flame work, he needs to submit the Hot Work Permit (contact Institute POC for the form) which requires approval by the Facility Office (Tel: 02-696-2700 x4230 or 4231) or Institute Fire Marshal (x4260 or 4261) prior to starting work on day-by-day approval basis.</p> <p>For the work that deals with personal safety or any harmful procedure, the contractor is responsible to submit the procedures to the institute POC prior to starting the work such as chemical spraying, toxic use, fumigation etc.</p> <p><b>b. Incident Case: Termite, Ant and Cockroach</b>            Serve as an on-call service for providing service up to Four (2) cases per month per building as a maximum. The company is responsible to lay bait, do chemical treat (see Picture 4), inspect the incident areas and generate service report <u>MONTHLY</u> sending to the institute POC until no incident found at the incident areas. The bait and chemical need to be reviewed and get approval by AFRIMS personnel including Safety office, Facility office and the end users prior to be used in AFRIMS premises.</p> <p><b>c. Incident Case: Wild Rodent</b>            Serve as an on-call service for providing rodent service up to Five (2) cases per month per building as a maximum. The company is responsible to setup trap (see Picture 4) on every</p>

**EXHIBIT 4: List of Building(s) and Statement of Work**

	<p>Friday, retrieve the trap on next Monday for the incident area and generate service report <u>MONTHLY</u> sending to the institute POC until a rodent is captured and no rodent found at the week after at the incident area. The rodent bait and trap need to be reviewed and get approval by AFRIMS personnel including Safety office, Facility office and the end users prior to be used in AFRIMS premises. The example of rodent bait is in Table 2 "DEPARTMENT-AUTHORIZED EPA-REGISTERED PROFESSIONAL-USE PESTICIDES FOR COMMON PESTS" and example of rodent trap is shown in Picture 4.</p> <p><b>d. Quarterly Survey: Termite, Ant, Cockroach and Wild Rodent</b></p> <p>Start pest control program by surveying AFRIMS areas to set up appropriate location for termite, ant, cockroach and rodent bait stations. Get approve the plan by AFRIMS POC and install the bait stations throughout AFRIMS premise. Inspect and refill as needed the bait in all station every <u>THREE</u> (3) months and generate report. See Pictures 6, 7 and 8 for layouts of the existing termite station. See Pictures 9, 10 and 11 for layouts of the existing rodent station.</p>
	<p><b>e. Recommended pesticide using information in Table 1 "DEPARTMENT-RECOMMENDED EPA-REGISTERED SELF-HELP PESTICIDES FOR COMMON PESTS"</b></p> <p><b>Table 2 "DEPARTMENT-AUTHORIZED EPA-REGISTERED PROFESSIONAL-USE PESTICIDES FOR COMMON PESTS"</b></p>
<p><b>2. 01-HQB Headquarter Building (Building 1)</b></p>	<p><b>a. Location:</b> See Pictures 1 and 2.</p> <p><b>b. Area/Quantity:</b> <b>22,802</b> square feet</p> <p><b>Details:</b></p> <p><b>c. Termite/Ant/Roach Incident Case:</b> Follow Item 1.b.</p> <p><b>d. Rodent Incident Case:</b> Follow Item 1.c.</p> <p><b>e. Quarterly Survey:</b> Follow Item 1.d.</p>
<p><b>3. 02-MRB Main Research Building (Building 2)</b></p>	<p><b>a. Location:</b> See Pictures 1 and 2.</p> <p><b>b. Area/Quantity:</b> <b>47,344</b> square feet</p>

**EXHIBIT 4: List of Building(s) and Statement of Work**

	<p><b>Details:</b></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: Follow Item 1.c.</p> <p>e. Quarterly Survey: Follow Item 1.d.</p>
<p><b>4. 03-LIB Library Building (Building 3)</b></p>	<p>a. Location: See Picture 1.</p> <p>b. Area/Quantity: 22,380 square feet.</p> <p><b>Details:</b></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: Follow Item 1.c.</p> <p>e. Quarterly Survey: Follow Item 1.d.</p>
<p><b>5. 04-BSL3 BSL-3 Containment (Building 4)</b></p>	<p>a. Location: See Pictures 3.</p> <p>b. Area/Quantity: 14,461 square feet</p> <p><b>Details:</b></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: Follow Item 1.c.</p> <p>e. Quarterly Survey: Follow Item 1.d.</p>
<p><b>6. 05A-VIV Animal Wing VetMed Department (Building 5A)</b></p>	<p>a. Location: See Picture 1, building number 5. See Picture 8.</p> <p>b. Area/Quantity: 24,855 square feet</p> <p><b>Details:</b></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: No need to set up traps in this building. The company is responsible for checking and sealing the gaps/holes by using appropriate material to prevent rodent and generating report for the incident case. The cost of sealing should be firm-fix cost indicated in the quotation which should not exceed than \$500 per month.</p> <p>e. Quarterly Survey: Follow Item 1.d at outside of the vivarium ONLY.</p>

**EXHIBIT 4: List of Building(s) and Statement of Work**

<p><b>7. 05-VMB Building 5 (Entomo &amp; VetMed - Building 5)</b></p>	<p>a. Location: See Picture 1, building number 5. See Picture 8.</p> <p>b. Area/Quantity: 49,986 square feet</p> <p><u>Details:</u></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: Follow Item 1.c.</p> <p>e. Quarterly Survey: Follow Item 1.d.</p>
<p><b>8. 06-CPB Chalermprabaramee Building (Building 6)</b></p>	<p>a. Location: See Picture 1.</p> <p>b. Area/Quantity: 52,293 square feet</p> <p><u>Details:</u></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: Follow Item 1.c.</p> <p>e. Quarterly Survey: Follow Item 1.d.</p>
<p><b>14. 08-HVRC LAB</b></p>	<p>a. Location: See Picture 3A.</p> <p>b. Area/Quantity: 15,505 square feet</p> <p><u>Details:</u></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: Follow Item 1.c.</p> <p>e. Quarterly Survey: Follow Item 1.d.</p>
<p><b>11. 10-MP Motor Pool (Building 10)</b></p>	<p>a. Location: See Picture 3.</p> <p>b. Area/Quantity: 7,338 square feet</p> <p><u>Details:</u></p> <p>c. Termite/Ant/Roach Incident Case: Follow Item 1.b.</p> <p>d. Rodent Incident Case: Follow Item 1.c.</p> <p>e. Quarterly Survey: Follow Item 1.d.</p>

**EXHIBIT 4: List of Building(s) and Statement of Work**

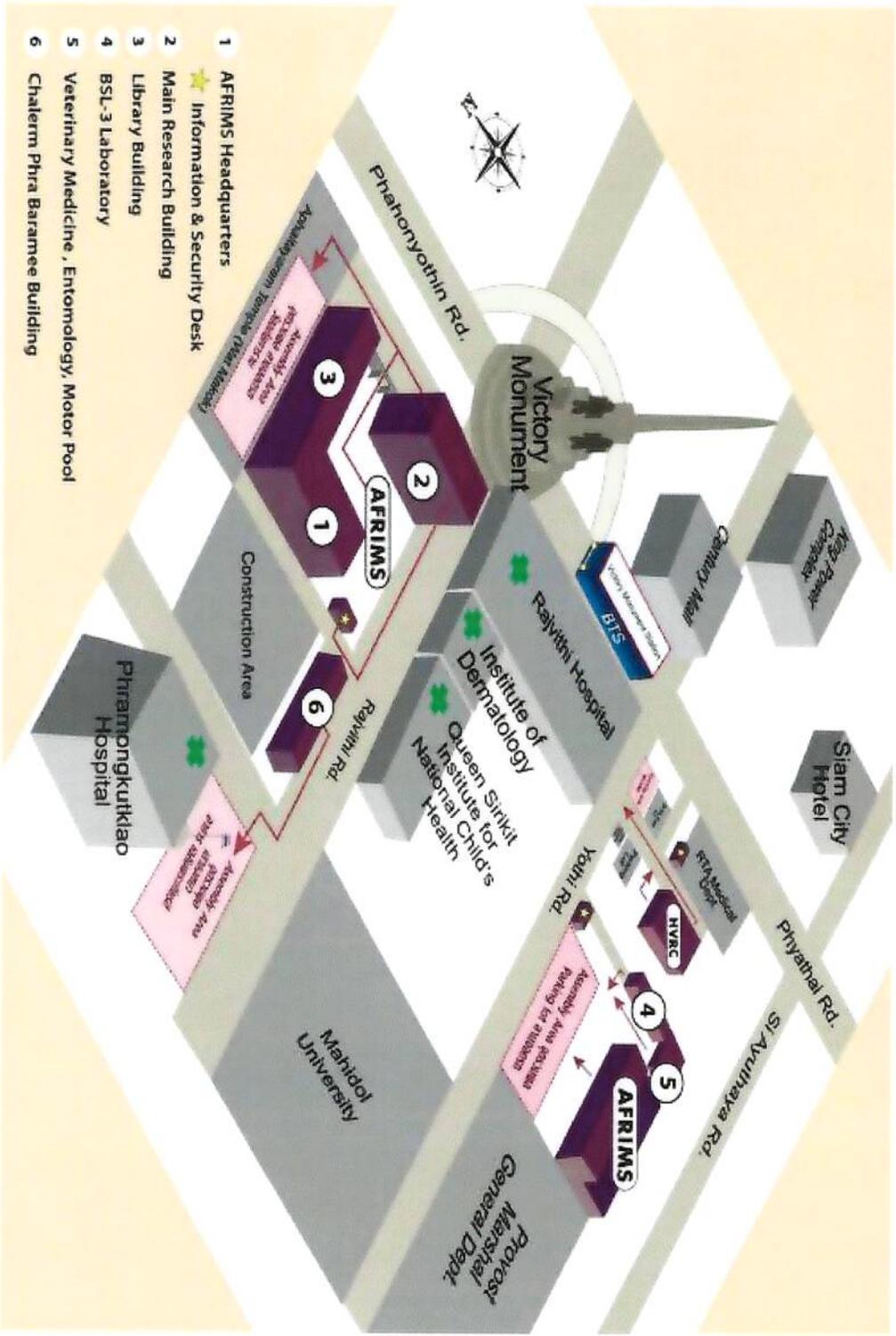
<p><b>12. 12-SGB Security Guard House (Building 12)</b></p>	<p>a. Location: See Picture 1 (yellow star by Yothi road).  b. Area/Quantity: 516 square feet  <u>Details:</u>  c. Termite/Ant/Roach Incident Case: Follow Item 1. b.  d. Rodent Incident Case: Follow Item 1. c.  e. Quarterly Survey: Follow Item 1. d.</p>
<p><b>13. 13-T Entomo Storage Warehouse (Building 13)</b></p>	<p>a. Location: See Picture 3.  b. Area/Quantity: 345 square feet  <u>Details:</u>  c. Termite/Ant/Roach Incident Case: Follow Item 1. b.  d. Rodent Incident Case: Follow Item 1. c.  e. Quarterly Survey: Follow Item 1. d.</p>
<p><b>14. Working Schedule</b></p>	<p>October 2019 to September 2020</p>
<p><b>15. Remark</b></p>	<p>a. <b>Requirement:</b> All information above is a minimum requirement for scope of work. All items, materials and equipment that do not be identified as the existing one, the contractor has to provide a new unit with installation. The contractor can verify the scope by visiting the construction area.  b. <b>Health Screening Program:</b> Need to get clearance for all workers needing to access 05A-VIV Animal Wing (item 6). To get clearance requires chest x-ray film with report (less than 3 months old), respirator fit test report, and occupational health and safety training (3 hours). The clearance needs to be granted prior to accessing into 05A- VIV Animal Wing (item 6). The clearance will last only 1 year.  c. <b>Work Condition:</b> Work condition and specification should be complied with Safety and Health Requirements (US Army Corps of Engineers), Thailand Engineering Acts, ASHARE, IEEE, NFPA, NEMA, OSHA Lockout/Tag-out standard and AFFRIMS Construction Specification.  d. <b>Quotation:</b> Quotation must include bill of quantity (BOQ) details and estimated working time</p>

**EXHIBIT 4: List of Building(s) and Statement of Work**

	<p><b>e. Work Time:</b> 0700-15.45 from Monday to Friday. Requests to work outside of these hours must be submitted in writing at least 3 working days in advance.</p>
	<p><b>f. Submittal:</b>  <u>Before</u> - Work schedule, copies of the worker identical card, shop drawing (as applicable) and material approval are required before installation.  <u>After</u> - Upon completion of the services, a written service report shall be provided. The service report shall provide detailed information regarding the cause of equipment malfunction and corrective action taken. Included at a minimum the time required to complete the work, price of labor (hourly rate), and a list of parts replaced with prices for each part. All reports shall be provided no later than 10 days after services are completed.</p>
	<p><b>g. Work Inspection:</b> The finished project will be inspected for compliance with this scope of work</p>
	<p><b>h. Warranty:</b> Service warranty of at least 1 year is required for both parts and labor charge.</p>
	<p><b>i. Access Control:</b> Full time escort is required for outside contractor.</p>
	<p><b>j. Utility:</b> Electric power, water and toilet will be shared with AFRIMS. A temporary distributor board for construction work should be arranged by the contractor as needed.</p>
	<p><b>k. Storage:</b> None</p>
	<p><b>l. Garbage:</b> All rubbish and surplus material from this work shall be removed from the building complex in a timely manner and be disposed of in a suitable way (Cannot dispose of construction garbage in AFRIMS dumpsters).</p>
	<p><b>m. Damage/Defective:</b> The contractor must adjust/calibrate/repair/provide any object that is not in the scope, but broken because of the work to return the exactly same condition.</p>
	<p><b>n. Chemical:</b> Send MSDS and all chemicals for approval prior start the contract.</p>

**EXHIBIT 4: List of Building(s) and Statement of Work**

**Floor plan and Pictures**



Picture 1 Building Locations (The Red Boxes)

**EXHIBIT 4: List of Building(s) and Statement of Work**



Picture 2 01-HQB Headquarter (Middle) and 02-MRB Main Research Building (Right)

**EXHIBIT 4: List of Building(s) and Statement of Work**



Picture 3 Yothi Annex Top View

**EXHIBIT 4: List of Building(s) and Statement of Work**



Picture 3A HVRC Building Top View

**EXHIBIT 4: List of Building(s) and Statement of Work**

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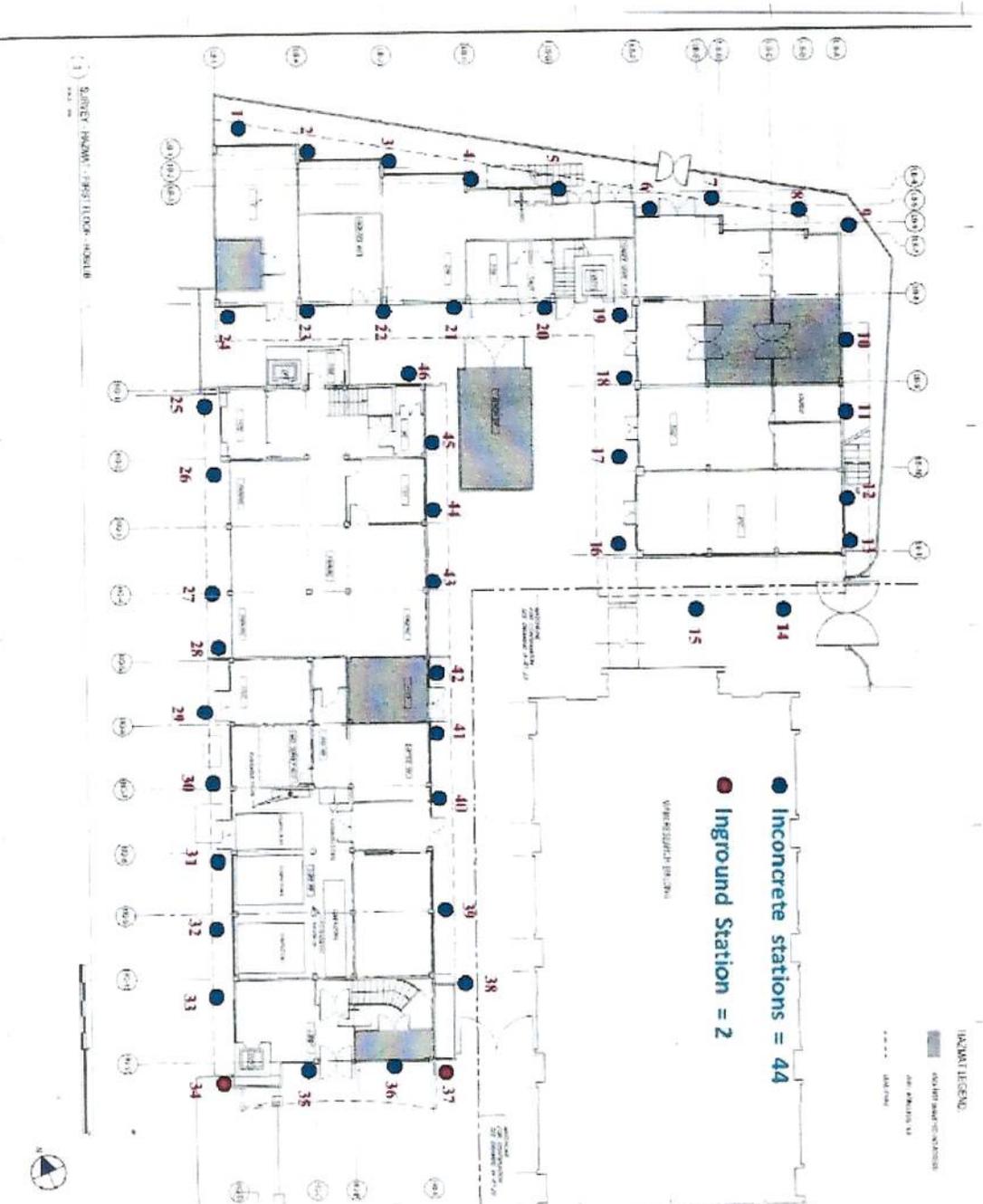


Picture 4 Example of Cockroach Bait (Left) and Ant Bait (Right)



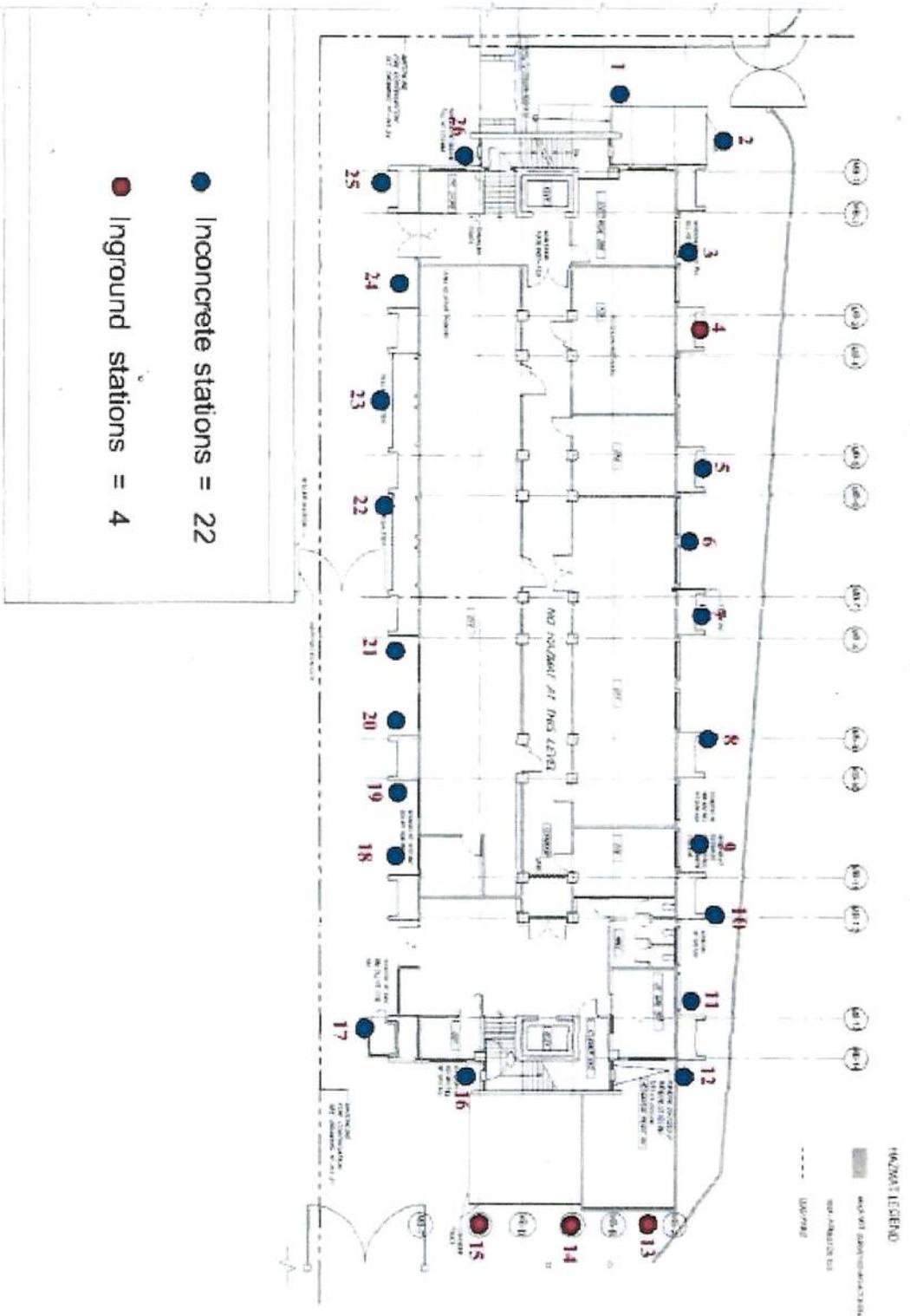
Picture 5 Example of Rodent Trap (Left) and Termite Station (Middle and Right)

**EXHIBIT 4: List of Building(s) and Statement of Work**



Picture 6 Layout of the Existing Termite Stations at Building 1 and 3

**EXHIBIT 4: List of Building(s) and Statement of Work**



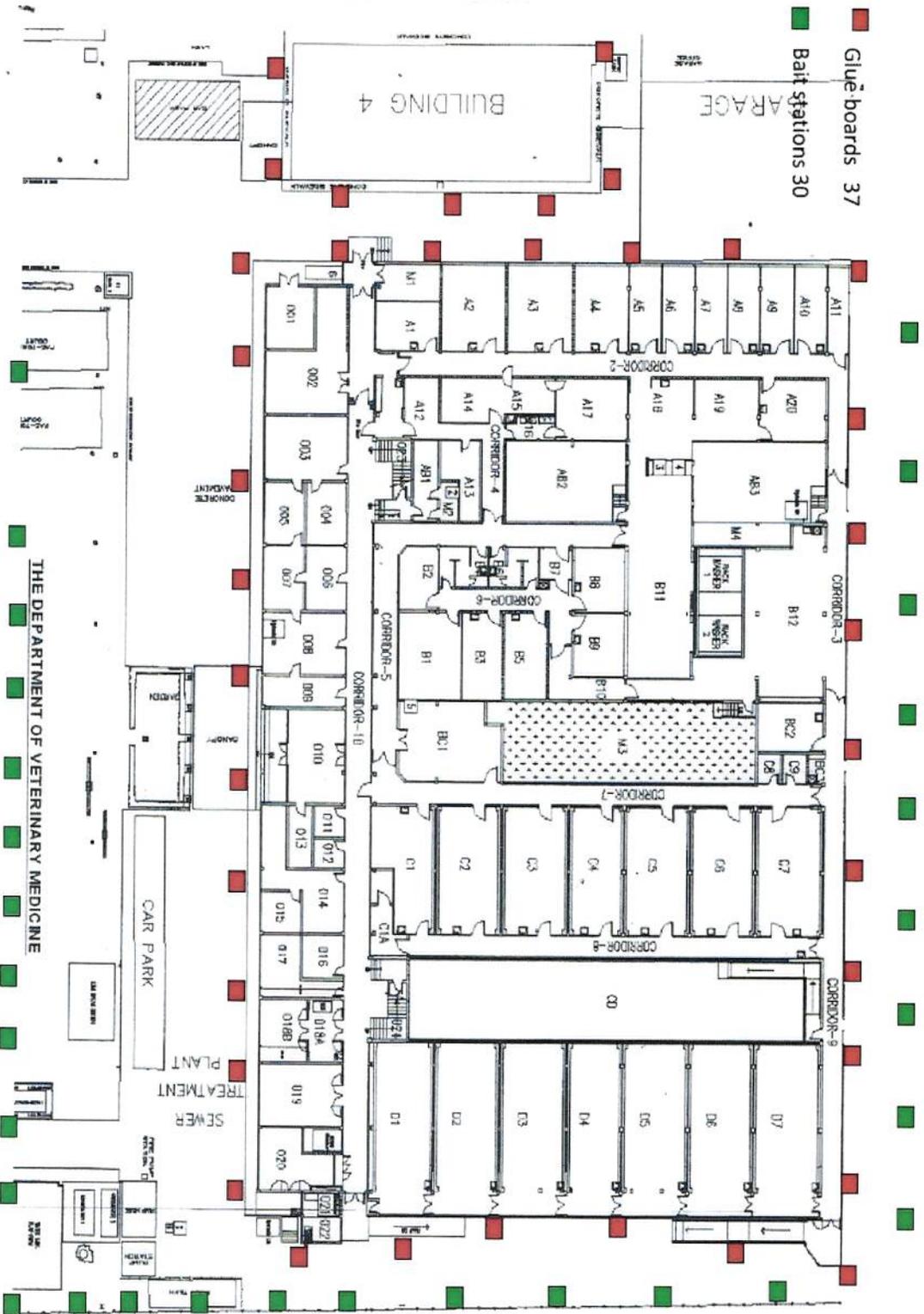
Picture 7 Layout of the Existing Termite Stations at Building 2







**EXHIBIT 4: List of Building(s) and Statement of Work**



Picture 10 Layout of the Existing Rodent Stations at Building 5 and 5A

## 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 (OCT 2018) and (Deviation 2017-02) (June 2017)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) 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:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (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).

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

\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_ (10) [Reserved].

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

\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

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

\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_ (13) [Reserved]

\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_ (ii) Alternate I (Nov 2011).

\_\_ (iii) Alternate II (Nov 2011).

\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) of 52.219-9.

\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

\_\_ (20) 52.219-16, Liquidated Damages.Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

- \_\_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (26) 52.222-19, Child Labor. Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- \_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- \_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_ (38)(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.

\_\_ (39)(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](#).

\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

\_\_ (41)(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](#).

\_\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

\_\_ (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

\_\_ (46) [52.225-1](#), Buy American.Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_ (47)(i) [52.225-3](#), Buy American.Free Trade Agreements.Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_ (48) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_\_ (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (50) [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).

\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer.System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer.Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards.Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment.Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services.Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.203-19, 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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
  - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
  - (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
  - (x) 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.
  - (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (xii)
    - \_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
    - \_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
  - (xiii) 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).
  - (xiv) 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).
  - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
  - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (xviii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
  - (xix) 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).
  - (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

52.252-2      **CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:  
<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> 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 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 (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (OCT 2018)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
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)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

The following DOSAR clauses are provided in full text:

- 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (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 at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(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 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 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).

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

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences,

the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(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:

January	New Year's Day	American Holiday
January	Martin Luther King, Jr's Birthday	American Holiday
February	Presidents' Day	American Holiday
April	Chakri Day (observed)	Thai Holiday
April	Songkran Festival (observed)	Thai Holiday
May	Wisakha Bucha Day (Observed)	Thai Holiday
May	Memorial Day	American Holiday
June	H.M. Queen Suthida Bajrasudhabimalalakshana's Birthday	Thai Holiday
Jul	Independence Day	American Holiday
Jul	H.M. King Maha Vajiralongkorn Bodindradebpayavarangkun's Birthday	Thai Holiday
August	H.M. Queen Sirikit's Birthday	Thai Holiday
September	Labor Day	American Holiday
October	Columbus Day	American Holiday
October	Chulalongkorn Day	Thai Holiday
November	Veterans' Day	American Holiday

November	Thanksgiving Day	American Holiday
December	H.M. late King Bhumibol Adulyadej's Birthday	Thai Holiday
December	Constitution Day	Thai Holiday
December	Christmas Day	American Holiday
December	New Year's Eve	Thai Holiday

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.

(b) The COR for this contract is Facility Management Officer.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

### SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (OCT 2018), is incorporated by reference (See SF-1449, block 27a).

#### SUBMISSION OF QUOTES

##### 1. General

This solicitation is for the performance of the services described in this Request for Quotations, including the Exhibits attached to this solicitation.

##### 2. Summary of Instructions

- a. Each offeror/quoter must provide a firm fixed-price for the job as well as a Certificate of Insurance. In addition, the quote must include the representations and certifications, to be completed by the Contractor, given at the end of this solicitation

##### Additional Information:

1. Company Profile
2. Financial Statement
3. Business Registration
4. Product & Service
5. List of Chemical which will be used for this service.
6. Company Insurance

3. List of clients over the past 2 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 ***Pest or Termite Control Service*** 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.

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

5. 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 *Pest Control and Termite Control Service* 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.

7. The complete offer/quotation shall be submitted to:

*American Embassy, Bangkok  
Attn: GSO/Procurement Office  
93/1 GPF Tower A,  
Wireless Road  
Pathumwan, Bangkok 10330*

*Ref: RFQ # 19<sup>TH</sup>2019Q0023*

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

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>.

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

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS. (DEC 2012)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.237-1	SITE VISIT (APR 1984)

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visit on August 20, 2019 **(Tuesday), 2019 at 09:00 a.m. (Bangkok time) at USAMD-AFRIMS** Offerors should contact Khun Soontaree; E-mail: [soontare@state.gov](mailto:soontare@state.gov); Tel: (02)205-5742 (direct line) to make appropriate arrangements.

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)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the

high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A “mishap” is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(3) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(4) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

#### SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance, experience, and technical information as defined in Section 3.
- c) **Price Evaluation.** The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** Responsibility will be determined 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; andbe 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 is provided in full text:

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)**

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 (u) of this provision.

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

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

“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.

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

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

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

“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.

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

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

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

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

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

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications 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 applicable to the NAICS code 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 (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.      Country of Origin

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[List as necessary]

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

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

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

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

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

Line Item No.      Country of Origin

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[List as necessary]

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

domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.    Country of Origin

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[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.

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[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

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[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

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[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

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[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product    Listed Countries of Origin

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(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.

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

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

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

the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

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

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <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).

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

(d) RESERVED