Subject: Blanket Purchase Agreement (BPA) for Purified Drinking Water Bottles Supply and Delivery

The Embassy of the United States of America in Riyadh intends to issue a Blanket Purchase Agreement (BPA) for on-call provision of purified drinking water bottles (5 gallon containers) supply and delivery to all USG residences and chancery building in Diplomatic Quarter and warehouse in Wadi Argah. The Embassy will establish a BPA for three (3) years. Only companies specializing in this field should apply.

Please review Technical Capability and Scope of Work (SOW) and submit information accordingly.

Technical Capability: The information shall meet all the requirements contained herein.
The offerors shall provide with their information package, at a minimum, in written English the following information:

- An offer that includes:
  a. Evidence of deep knowledge, strong expertise and past experience in purified drinking water production and supply (i.e.: Company profile).
  b. Relevant certification and licenses.
  c. Proof of legal existence in Saudi Arabia (i.e.: Commercial Registration and VAT Certificate).

- Evidence that the offeror operates an established business with a permanent physical address (such as a store front) and telephone listing and is registered to conduct business in the Kingdom of Saudi Arabia.

Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirement of FAR subpart 9.104-1 including:

- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Information Submission: Interested parties should submit their information to the Embassy Procurement Office at the following email address before 17:00 Hrs. Thursday July 12, 2022: RiyadhContracting@state.gov. No information will be accepted after this time. Interested parties are advised to send all documents in one pdf file.
Other requirements:

- The information / offer **must** be dated, signed, and valid for 30 calendar days after submission.
- Offeror must be registered in the System for Award Management (SAM) database before an award can be made to them (if the projected price exceeds $20,000). If the offeror is not registered in the SAM, it may do so through the SAM website at [https://www.sam.gov/SAM/pages/public/loginFAQ.jsf](https://www.sam.gov/SAM/pages/public/loginFAQ.jsf) (also see attached quick start guide for new foreign registration).
- All information and other correspondence must be in the English language.

**Competition:** The BPA agreement award will be subject to the laws and regulations of the United States of America. This requirement is being competed utilizing full and open competition procedures.

**Agreement Type:** The agreement shall be a BPA and will be awarded based on quotation to reasonably priced, technically acceptable offerors at the U.S Government’s discretion.

**Payment Terms:** All the payments will be processed within 30 days of receipt of invoice as per the U.S. Prompt Payment Act of 1982.

The Contracting Officer reserves the right to reject any and all offers and to waive any information or minor irregularities in offers received.

Sincerely,

Jason Lee
A/GSO
American Embassy Riyadh

Jason T. Lee
Contracting Officer
U.S. Embassy Riyadh
Scope of Work (SOW)

The contractor shall provide purified drinking water and delivery services twice weekly to office buildings and residences of the Embassy of the United States of America in Riyadh, Saudi Arabia. The water shall be distributed in five (5) gallon containers that are suitable for fitting on a standard water cooler.

The performance period of this Blanket Purchase Agreement (BPA) is from the start date in the notice to proceed and continuing three (3) years.

The contractor shall complete the following requirements:

- The Contractor shall provide the services for the period of the agreement at the rates shown below

- The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in this Blanket Purchase Agreement (BPA). The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- The prices listed below shall include all labor, materials, overhead, and delivery charges to USG premises (residences and chancery building) in Diplomatic Quarter and Wadi Argah.

- All invoices during the performance period shall also include Value Added Tax (VAT) as a separate line item

<table>
<thead>
<tr>
<th>S/N</th>
<th>Description of Supplies</th>
<th>Unit Price (SAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purified drinking water five (5) gallon container</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>VAT</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Cost (SAR)</strong></td>
<td></td>
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DRINKING WATER STANDARDS:

The Contractor shall meet the U.S. Food and Drug Administration (FDA) standard of Identity, Quality, and Current Good Manufacturing Practice (CGMP) regulations for the processing and bottling of bottled drinking water. These standards are outlined in Title 21 of the Code of Federal Regulations (CFR), which establishes allowable levels for contaminants (chemical, physical, microbial and radiological) in bottled water. The full text of Title 21 of the CFR is available on the U.S. Government Printing Office website (www.GPO.GOV).

STANDARDS OF IDENTITY AND QUALITY (21 CFR §165.110):

This CFR section establishes a standard of identity and a standard of quality for bottled water. Under the standard of identity, FDA describes bottled water as water that is intended for human consumption and that is sealed in bottles or other containers with no
added ingredients except that it may contain safe and suitable antimicrobial agents. Fluoride also may be added within the limits set by the FDA. The name of the food is "bottled water" or "drinking water." FDA also has defined various other types of bottled water, such as "artesian water," "artesian well water," "ground water," "mineral water," "purified water," "sparkling bottled water," and "spring water". Bottled water labeled with any of these terms must meet the appropriate definitions under the standard of identity. The standard of quality sets acceptable limits for chemical, physical, microbial and radiological contaminants in drinking water.

CURRENT GOOD MANUFACTURING PRACTICE (21 CFR §129):

This CFR require that bottled water be safe and that it be processed, bottled, held and transported under sanitary conditions. Processing practices addressed in the Current Good Manufacturing Practice (CGMP) regulations include protection of the water source from contamination, sanitation at the bottling facility, quality control to assure the bacteriological and chemical safety of the water, and sampling and testing of source water and the final product for microbiological, chemical, and radiological contaminants. Bottlers are required to maintain source approval and testing records to show to government inspectors.

RIGHT TO INSPECTION OF MANUFACTURING FACILITY:

The Contractor shall allow access to the Contracting Officer and/or the Embassy Medical Officer to view the production and storage areas of the water bottling facilities. The Contracting Officer shall provide the Contractor with at least 48-hours’ notice.

WATER QUALITY TESTING:

The Contractor shall inform the Contracting Officer immediately if any chemical, physical, microbial and radiological contaminant levels exceeds allowable limits established in 21 CFR §165.110[b]. In addition, the Contractor shall provide the Contracting Officer on a quarterly basis water quality reports that have been carried out in the previous quarter.

DELIVERY SCHEDULE:

PERIOD OF PERFORMANCE:
The Blanket Purchase Agreement (BPA) shall be effective as from the date of Notice to proceed and shall remain in effect for Three (3) years.

BPA CALLS/ORDERS:
Embassy will issue BPA Calls/Orders to the Contractor to perform any work under this Blanket Purchase Agreement (BPA). If an order is given orally, it will be followed up by a written BPA Call/Order within two (2) days of the oral order. All BPA orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed.
INSPECTION BY GOVERNMENT:
The services and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this Blanket Purchase Agreement (BPA), which may be required by the Contracting Officer as a result of such inspection.

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 agreement. The role of the Government is to monitor quality to ensure that required standards are achieved.

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.

STANDARD:
The performance standard is that the Government receives no more than four (4) 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 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

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.

SECURITY:
General - The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees.

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

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
(e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations;
- Organizing or participating in gambling in any form

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

ORDERING OFFICIAL:
The designated ordering individual under FAR 52.216-18 is the Contracting Officer.