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SECTION A - PRICING

A.1. The Contractor shall perform all work necessary to produce a complete set of construction plans and technical specifications sufficient for the construction of the requirements described in this contract. The scope of services shall include, but is not limited to, any architectural and engineering design and analyses, construction cost estimates, renderings, photographs and other services described and required in this contract.

A.2. VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

A.3. This is a firm fixed-price purchase order for Items 1 to 7 below in the amount of _____.

6% Statutory Limitation Breakdown of Costs:

Breakdown of costs based 41 U.S.C. 254(b) which states that ***the price for production and delivery of designs, plans, drawings and specifications shall not exceed 6 percent of the estimated cost of construction.*** This policy is restated in FAR 15.404-4(c)(4)(i)(B).

- **Amounts subject to the 6% limitation:**

Item No.	Quantity	Unit	Description	Price
1	*	LOT	Concept Design Options	CAD
2	*	LOT	35% Construction Documents	CAD
3	*	LOT	60% Construction Documents	CAD
4	*	LOT	Final Construction Document Submittals	CAD

- **Amounts not subject to 6% limitation (see exclusions below):**

Item No.	Quantity	Unit	Description	Price
1	*	LOT	Concept Design Options	CAD
2	*	LOT	35% Construction Documents	CAD

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3	*	LOT	60% Construction Documents	CAD
4	*	LOT	Final Construction Document Submittals	CAD

• **Services Not Subject to the 6% Statutory Limitation**

The following are examples of services that are not considered an integral part of the production and delivery of designs, plans, drawings and specifications.

- Site analysis, field investigation, topographic and other surveys and reports;
- Subsurface explorations and borings, soils and material testing, and resultant reports;
- Master planning and budget studies and reports;
- Preparation and verification of as-built drawings (original drawings that have been “red lined” to indicate changes that have been made to the building that are not part of the original drawings);
- Preparation and presentation of models, renderings or photographs;
- Reproduction and printing costs of plans, drawings and specifications submitted for reviews and bidding;
- Travel;
- Interior design services;
- Market studies for the purpose of determining the project costs of construction material, equipment, and services at the project site;
- Preparation of bills of quantities;
- Construction phase/inspection services; and,
- Value Added Taxes.

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The Contractor shall deliver the following items:

Item No.	Quantity	Unit	Description	Price
1	*	LOT	Concept Design Options	CAD
2	*	LOT	35% Construction Documents	CAD
3	*	LOT	60% Construction Documents	CAD
4	*	LOT	Final Construction Document Submittals	CAD
5	*	LOT	Monthly Progress Reports	Not separately priced
6	1	LOT	Quality Assurance and Control Plan	Not separately priced
Total firm-fixed price				CAD
7	1		Maximum estimated reimbursable expenses per Section G.4	CAD
Total firm-fixed price plus estimated reimbursable expenses				CAD
8	1		Option: Construction Phase Services	CAD

The Government may issue a modification to the contract to require construction phase services on a time-and-materials basis. This modification shall be effective during the actual construction process. The hourly rate includes all overhead and profit. The following labor hour rates shall apply to such work:

Labor Category	Hourly Rate	Estimated Hours
Principal		
Senior Architect		
Junior Architect		
Senior Draftsperson		
Junior Draftsperson		
Interior Designer		
Senior Electrical Engineer		
Senior Mechanical Engineer		
Senior Structural Engineer		
Junior Engineer		
CADD Operator		
Clerical		

SECTION B - STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction.

The Contractor shall perform all work necessary to produce a complete set of construction plans and technical specifications sufficient for the construction of the requirements described in this contract. The scope of services shall include but is not limited to any architectural and engineering design and analyses, construction cost estimates, renderings, photographs and other services described and required in this contract.

B.2.0. PROJECT REQUIREMENTS

B.2.1. Description of Project

The project is located at 2108 Amherst Street SW, Mount Royal, Alberta, T2T 3B7 a single family detached home. The total exterior measurement of the property is approximately 228 meters / 748 ft. There is currently existing fencing and walls around the site. A boundary/topographical land survey will be provided to the contractor to ensure the removal of any existing fencing is legal and to ensure the improvements are on property owned by the U.S. Government.

Project is to install a perimeter security barrier around the property, which will include an automatic vehicle gate and a pedestrian access gate both of which will be capable of being operated from the guard booth and from within the residence. Project will also include a weatherized guard booth for year-round use and will include heating/cooling, power, data, technical security, water and sewage. The guard booth shall include a restroom. Project shall be designed to meet the requirements of the Department of State's Bureau of Diplomatic Security, Bureau of Overseas Buildings Operations, and be in conformance with the local authority having jurisdiction and other entities as applicable.

The Contractor shall be responsible to prepare the necessary documents required to obtain any required local permits and permissions associated with the subsequent buildout.

Timing of work for this project will be from 0800 – 1700 hours Monday to Friday.

B.2.2 Codes and Standards.

All work shall be governed by 2020 National Electrical Code (NFPA – 70) and the 2018 International Code Council body of codes, which in part includes the International Building Code, International Residential Code, International Mechanical Code,

International Fire Code, and the International Plumbing Code. The Contractor is responsible for compliance with all building codes. Work not in compliance with the aforementioned codes shall be deemed unacceptable. Local codes are acceptable provided the local code is more stringent than the aforementioned codes. The Contractor has the burden to prove to the COR that local code(s) is more stringent. In the event of discrepancy, disagreement or uncertainty the 2020 National Electrical Code and the 2018 International Code Council body of codes shall prevail.

B.2.3. General Requirements

B.2.4. This design is a multidiscipline effort that requires complete architectural and engineering services to define the construction, operating, and maintenance requirements of the facilities. In addition to the normal architectural and engineering services provided for building design, the design services required include, but are not limited to physical security, site facilities and landscape design services.

B.2.5. This design is a part of a major program undertaken by the Department of State using public funds. The Government will formally evaluate the Contractor based on:

- (a) Designing to a target construction contract cost estimate;
- (b) Adhering to the delivery schedule; and
- (c) Evaluating changes occurring during construction.

B.2.6. The Contractor shall carefully review and coordinate drawings and specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. The Contractor shall have a quality control program in effect, which will require the Contractor's employees and consultants to thoroughly review and coordinate all project data prior to submittals. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before submitting documents or they will be rejected by the Contracting Officer. The letter of transmittal shall certify that all documents have been reviewed and coordinated prior to submittal. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

B.2.7. The layout of individual drawings shall convey the required design and construction information. Drawings shall be in Metric units. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size. The Contractor shall be responsible for providing drawings compatible for use with AutoCAD – 2018 and shall additionally provide all drawings in PDF format.

B.2.8. Specifications: Construction specifications shall utilize the applicable specification sections of the Master Format system produced by the Construction Specifications Institute (CSI) or equivalent. A standard contract and solicitation package that the Embassy uses shall be forwarded to the Contractor to confirm that Division -1- sections are prepared and edited in compliance with the contract terms and conditions without any redundancy or conflict.

Specifications shall not rely on sole-source designations to circumvent the requirement for full and open competition in the purchase of construction materials and equipment. When a sole-source manufacturer, product, or equipment is specified, the Contractor shall notify the U.S. Government in written monthly progress reports. These reports shall be accompanied by a justification explaining why sole-source acquisition is necessary and appropriate for the project. The justification shall provide the information that would be required by the Federal Acquisition Regulation (FAR Subpart 6.3). The justification must also explain why the salient characteristics of proposed sole source equipment cannot be described in the specifications. No classified work shall occur under this contract.

B.2.2.9. Except as expressly directed by the Government, the Contractor shall minimize the use of Government-furnished equipment, materials, and supplies to be provided to the construction contractor through the design of the construction documents.

B.2.2.10. Schedule requirements for this Statement of Work are contained in Section B.6.0. The "design-to" budget cost data is contained in G.2.

B.2.2.11. The Contractor shall prepare a detailed written record of all conferences and meetings with representatives of Post related to the project. The Contractor shall also document telephone conversations in which decisions affecting the project are made. The Contractor shall submit one copy of these records to the Contracting Officer's Representative (COR) within five days of the event. The written format established by the Contractor for these records will be subject to the approval of the COR. **Each record shall conclude with the following statement:** *"The matters reported in this document are considered by the Contractor to be within the scope of this contract as presently priced, except for items **"NONE"** as further described below."*

B.2.2.12. The Contractor shall provide designs that are cost-effective as to usable space and that provide maximum flexibility for future uses. The Government will exercise particular care in consideration of these requirements in the design review and approval process.

B.3.0. SPECIAL REQUIREMENTS

B.3.1. The Contractor shall produce a design that ensures all work will be constructed with materials, finishes, fixtures, equipment, and systems that provide operational

dependability. The Contractor shall ensure that these facilities are easy to maintain or replace with those most readily available supplies and services. The Contractor shall emphasize uniformity of parts and components to maximize interchangeability. During the design phase the Contractor shall address operations and maintenance (O&M) considerations.

B.3.2. The Contractor shall provide specific operations and maintenance data and information for the development of a Comprehensive Maintenance Program (CMP) by the Government.

B.3.3. The Government will provide comments to the Contractor in writing and in a standard format, numbered and grouped by discipline. Review conferences will be held if deemed necessary by the COR. The Contractor shall respond to these comments in writing for each design submission. Contractor shall upload submittals into the Government's ProjNet portal. Contractor shall review and respond to comments through the ProjNet portal. The Contractor shall incorporate all review comments into the design and return all annotated material with the next submission. Comments not accepted by the Contractor shall be brought to the attention of the Contracting Officer's Representative in writing immediately for resolution. Decisions of the Contracting Officer to incorporate the comments considered within the scope of work of the contract will be final. Review comments outside the existing contract scope of work will require a contract modification.

B.3.4. No work shall be initiated until the Government has provided review comments under each submittal.

B.4.0. EXISTING CONDITIONS

B.4.1. Site

Single detached home located at 2108 Amherst Street SW, Mount Royal, Calgary, T2T 3B7, owned by the U.S. Government.

B.4.2. Surveys

Boundary and topographic survey drawings for the property will be provided to the Contractor in both hard and soft copies.

B.4.3. Geotechnical Data

None exist. Contractor shall obtain as needed.

B.5.0 DESIGN REQUIREMENTS

B.5.1. General Requirements

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The requirements in this statement of work serve as direction to the Contractor in the development and delivery of a complete set of construction documents. These documents shall provide the necessary interfaces, coordination, and communication among the designer, constructor, and disciplines. All submittals must be of a quality to achieve this result. The Contractor shall perform its services in accordance with professional standards of skill, care, and diligence adhered to by reputable, first-class firms performing services of the same or similar nature for facilities of similar complexity. The Contractor's design shall conform to generally accepted engineering practices and the approved design criteria.

Kick-Off Meeting: Within Seven (7) calendar days after issuance of contract award the Contractor shall assemble a team to include, at a minimum, the proposed Site Project Manager, and Senior Engineer to participate in a meeting with the Contracting Officer's Representative (COR) and other Government representatives. The meeting will include discussions of the Project schedule, review of the SOW and various technical aspects of the project.

Site Visit: Within seven (7) calendar days after Notice to Proceed (NTP), the Contractor shall assemble a team, including the proposed Site Project Manager and other key personnel to meet with the Contracting Officer's Representative (COR) and other Government representatives for project discussions, and to finalize any necessary arrangements prior to executing the proposed project.

B.5.2. Design Process

The design review and delivery process shall consist of the following parts:

- A. Concept Design
- B. 35% design completion
- C. 60% design completion
- D. 100% design completion

The Contractor shall be required to make oral presentations to the Government which will occur at each stage of the design completion.

The Contractor shall cease all design work during the Government review periods until receipt of written review comments from the Government on each of these submittals. Any design work on the project during these review periods is at the Contractor's risk. The Contractor shall consider this temporary cessation of work in its planning and scheduling.

B.5.3 Concept Plan

B.5.3.1. The Contractor shall prepare at least two concept proposals. The concept plans shall show proposed design and layout, site locations, elevations and material. The proposals shall include cost and budget estimates, complexity and time impact of each

proposal, other advantages and disadvantages of each proposal, and a recommendation on the best proposal.

B.5.3.2. The Government will select the required proposal, or combination of proposals, and forward to the Contractor to proceed with the design.

B.5.3.3 Site Plan

- Identify any local permits which must be obtained.
- Identify all other local permissions which must be obtained.
- A utility site plan at 1:200 scale showing all existing utilities and locations, water supply, electrical power, gas, sewer and both sanitary and storm drainage and telephone in the vicinity of the project.
- Show all connections to existing utility services and location of proposed entry for all utility services to buildings.
- A complete legend with all symbols and abbreviations used shall be shown on drawings.

B.5.3.4. Floor Plans

- Floor plans at 1:100 and in greater detail as needed or as required by the COR.
- A complete legend with all symbols and abbreviations used shall be shown on drawings.

B.5.3.5. Deliverables

- Provide a Class D cost estimate.
- Provide concept proposals and briefing material in Auto CAD and ADOBE (PDF) format.
- Perimeter barrier design, physical characteristics and means of operation in addition to:
 - Fence/wall elevations
 - Vehicle gate operable at the gate and remotely
 - Pedestrian gate operable at the gate and remotely
 - Means of operation
- Guard Booth physical characteristics and means of operation in addition to:
 - Elevations
 - Floor plan
 - Exterior cladding

- Utility interface and impact summary of
 - Water
 - Sewage
 - Electrical
 - Data
 - Gas
 - Etc.

B.5.4.1. **35% Submittal**

Upon approval of the concept design in writing from the COR, the Contractor shall prepare all submittal documents, drawings, etc. based on comments received from the Government to the 35% design stage.

The Contractor shall prepare documents fully portraying all aspects of the work contained in this Statement of Work. This shall include drawings of all disciplines and specifications.

B.5.4.2. Deliverables

- Provide a Class C cost estimate.
- Provide construction drawings.
 - The Contractor shall provide construction drawings that fully show the extent of all the work to be performed.
 - A complete legend with all symbols and abbreviations used shall be shown on drawings.
 - In Auto CAD and ADOBE (PDF) format.
- Provide initial project specifications.
 - Coordinated with the drawings.
- Provide engineering design calculations:
 - Provide design analyses demonstrating the correctness of the engineering design by providing calculations to justify the decisions.
- Bill of Quantities:
 - Provide a detailed bill of quantities (BOQ) identifying all work involved using same format of the cost estimate.

B.5.4.3. **60% Submittal**

Upon approval of the 35% design submittal in writing from the COR, the contractor shall prepare all submittal documents, drawings, etc. based on comments received from the Government to the 60% design stage.

The A/E shall prepare documents fully portraying all aspects of the work contained in this Statement of Work. This shall include drawings of all disciplines and specifications

B.5.4.4. Deliverables

- Provide 35% submittals updated to the 60% design stage.
- Provide construction drawings.
 - The Contractor shall provide construction drawings that fully show the extent of all the work to be performed
 - A complete legend with all symbols and abbreviations used shall be shown on drawings
 - In Auto CAD and ADOBE (PDF) format.
- Provide project specifications.
 - Complete specifications, coordinated with the drawings, and suitable for construction bidding. In each division, specifications shall clearly describe the extent of the work in relation to the drawings, state standards and codes used, and the quality assurance level required, include specifications for all materials used with suggested sources, and state clearly the execution requirements.
- Provide engineering design calculations.
 - Provide design analyses demonstrating the correctness of the engineering design by providing calculations to justify the decisions.
- Bill of Quantities:
 - Provide a detailed bill of quantities (BOQ) identifying all work involved using same format of the cost estimate.
- Equipment:
 - Specify all equipment, and a full description of all features - including optional and sole-source requirements. The Contractor shall list the specific manufacturer and model number (including any options) used as the basis of design in the specification for each item or type of equipment, followed by the phrase "or approved equal." Submit specifications in draft form with the 60% submittal.

- Develop and provide a preliminary construction schedule at the 60% submittal based on a cost-loaded Critical Path Method (CPM) and a final schedule at the 100% submittal. This schedule will be used to develop the schedule of performance.

B.5.5.1. 100% Submittal - Final Construction Documents

Update all submittals required above in final form based on USG Comments. If additional comments are provided in 100% submittal the Contractor must make a final submittal at no additional cost to the Government.

The A/E shall prepare documents fully portraying all aspects of the work contained in this Statement of Work. This shall include drawings of all disciplines and specifications

B.5.5.2. Deliverables

- Provide update all 60% design submittals in final form based on Government comments.
- Provide a Class B cost estimate.

B.6.0. Submittal Schedule

Work shall be submitted for review and approval by the COR in accordance with the following schedule commencing from date of notice to proceed:

<u>Phase I</u>	<u>Calendar days</u>
NTP	0
Conceptual design presentation	21 (from issuance of NTP)
USG Review and Comments	21
<u>Phase II</u>	
35% design conference and presentation	21 (from COR approval)
USG Review and Comments	21
<u>Phase III</u>	
60% Design Development Submittal	21 (from COR approval)
USG Review and Comments	21
<u>Phase IV</u>	
100% Design Development Submittal	21 (from COR approval)
USG Review and Comments	21

Total

168

B.7.0. Submittal Requirements

- All submittals and design feedback shall be through ProjNet.
- All submittals shall be in English.
- Furnish **two** bound set(s) of full size blueline prints Arch D – 914 x 610 (36” x 24”) marked ‘SENSITIVE BUT UNCLASSIFIED’ (Typed Top and Bottom) of drawings.
- Furnish **two** bound set(s) of half-size prints of, ‘**SENSITIVE BUT UNCLASSIFIED**’ (Typed Top and Bottom) drawings.
- Furnish **two** bound set(s) of 8-1/2" x 11" or 11” x 17” of all other submittals.
- Drawings shall be provided under the following discipline index:
 - General
 - Architectural
 - Civil
 - Structural
 - Fire Alarm
 - Fire Protection
 - Electrical
 - Mechanical
 - Plumbing
 - Telcom
 - Technical Security Systems
 - Other disciplines as warranted

B.7.0. FURNITURE AND FURNISHINGS PRICING, DOCUMENTATION, AND INSTALLATION PHASE

1. Furniture and furnishings will be required for the Guard booth. This will include a workstation, desk chair, garbage can, electronic and communication equipment between the guard booth, entrance gate and the residence. Telephone line. All windows in this building require a minimum of 10mm Shatter Resistant Window Film.

B.8.0. POST DESIGN AND CONSTRUCTION SERVICES

B.8.1. During the construction solicitation period, the Government may require the Contractor to provide consultation services, including providing clarifications and responses to questions about the construction documents prepared by the Contractor at no cost to Government. The Contractor shall be in attendance at the construction pre-proposal conference at no additional cost to the Government.

B.8.2. To Government reserves the right to modify the contract to add services that may be required of the Contractor during actual construction of the project. These services, known as construction phase services, may include, but are not limited to, review of shop drawings, approval of materials and equipment, and approval of proposed substitutions of materials and equipment.

B.8.3. Section A provides pricing for these services.

B.8.4. Whenever such services are required the Government will issue a modification to identify the scope of services required. Payment for these services will be negotiated in a supplemental agreement based on the scope of services, staffing needs, and duration of services.

SECTION C - PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

Deliverable items other than letter reports shall be three-hole punched and bound with screw-type binders and rubber bands.

The Contractor shall ship drawing sets in rolls of **3 inch diameter**.

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

U.S. Consulate General, 1000, 615 Macleod Trail S.E., Calgary, Alberta, T2G 4T8

SECTION D - INSPECTION AND ACCEPTANCE

D.1.0. INSPECTION

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

The Contractor's key individual responsible for quality of design is [*Note to Contracting Officer: _____ insert name*]. The Contractor's key individual responsible for quality of documentation is [*Note to Contracting Officer: _____ insert name*] If a key individual (see D.3 below) needs to be replaced during performance of this contract the contractor shall submit a resume for a replacement to the COR for approval.

D.2.0. ACCEPTANCE

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

D.3.0. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

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

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

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

D.3.3. Verification. The Contractor shall identify the senior person (s) who will be responsible for final review and verification before documents are transmitted to the Government. cursory supervisory reviews will not be sufficient. Design verification may vary from spot-checking of calculations to full-scale review of design drawings and specifications, as the situation requires.

D.3.4. Corrective Action. The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

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

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

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

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

SECTION E - DELIVERIES OR PERFORMANCE

E.1.0. PERIOD OF PERFORMANCE

The contractor shall complete all work required by this contract within the period indicated in Delivery Schedule. This period includes up to 1 month (30 calendar days) for Government review and approval for each deliverable item required by the contract.

E.2.0. CONTRACTOR DELAYS

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

E.3.0. DELIVERY SCHEDULE

The Contractor shall deliver the items listed in Section A.

See section **B.6.0 Submittal Schedule**

E.4.0. DELIVERABLES

E.4.1. The Contractor shall deliver design submittals to the COR at the following address: [*U.S. Consulate General, 1000, 615 Macleod Trail S.E., Calgary, Alberta, T2G 4T8*]

E.4.2. Delivery of monthly reports shall be as follows: Three (3) copies to the COR at the following address:

U.S. Consulate General, 1000, 615 Macleod Trail S.E., Calgary, Alberta, T2G 4T8

E.4.3. All delivery charges shall be prepaid by the Contractor.

E.5.0. MONTHLY PROGRESS REPORT

The Contractor shall submit monthly progress reports by the tenth calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to:

- accomplishments during the previous month
- anticipated accomplishments for the next month
- pending problems and possible or proposed solutions
- questions that require answers or directions from the Post
- any pending Government review comments regarding the Contractor's submittals
- any proposed design change orders that have not been executed
- other pertinent information required to report the progress of performance under this contract.

SECTION F - CONTRACT ADMINISTRATION

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

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

(b) The COR for this contract is ***Robert Ursell – Management Specialist - COR***

F.1.1. Duties

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

F.2.0. INVOICING AND PAYING INSTRUCTIONS

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

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

F.2.3. Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized.

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Payments for deliverable items listed in Section A shall be made in accordance with FAR 52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor. The Contractor shall mail invoices to:

U.S. Consulate General, 1000, 615 Macleod Trail S.E., Calgary, Alberta, T2G 4T8

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

F.2.4. The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

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

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

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

WARNING

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

U.S. CONSULATE

U.S. Consulate General, 1000, 615 Macleod Trail S.E., Calgary, Alberta, T2G 4T8

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

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

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

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that

which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

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

G.2.0. DESIGN-TO-BUDGET

G.2.1. The Government has established a design-to-budget amount of **Canadian Dollars \$800,000.00** for construction of this **A&E** project. This amount applies to construction of the project in the country where it will be located and is based on the midpoint when half of the estimated construction dollars have been spent. The estimated period of construction is **3** months. The design-to-budget amount is the "estimated construction contract price for the project" referred to in FAR 52.236-22 "Design Within Funding Limitations," see H, Clauses. This amount includes the following:

Installation of a security fence along the perimeter of the property, security automatic gate entrance and a security guard booth

[Use the Statement of Work as a guide in preparing this list.]

G.2.2. Anything not listed as being included in the design-to-budget amount shall be considered excluded. By way of example, but not by limitation, this amount does not include:

- Allowances for Government Furnished Equipment
- Operations and maintenance
- Government project supervision during construction

G.3.0. CONSTRUCTION COST ESTIMATING

G.3.1. The Contractor shall prepare estimates of the cost of construction and these shall be marked as "Source Selection Information". The Contractor shall safeguard the confidentiality and prevent unauthorized distribution of these estimates.

G.3.2. The Contractor shall prepare construction cost estimates with the same attention to detail as if the Contractor were bidding on the project as a construction contractor. The Contractor shall base estimates on the same construction contract conditions and specifications that will be used by the Government for procurement of the facilities being designed. Attached for reference are the model construction contract documents and procedures used by the Department of State.

G.3.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work with each of the 35%, 60%, and 100% Construction Documents submittals. These estimates shall indicate the anticipated cost of construction of the facilities in the country and locale where such facilities are to be built at the

estimated midpoint of construction in **CANADIAN DOLLARS**. Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See "Design-to-Budget" and Section H, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

G.3.4. The Contractor shall allocate the total projected costs among the 16 divisions contained in the Construction Specifications Institute (CSI) format (see model construction solicitation). The Contractor shall furnish price lists comparing available foreign materials to equivalent U.S. materials, if known, that may be used in construction. The Contractor shall identify any contingencies for each division.

[Note to Contracting Officer: Post may have to adapt cost estimating procedures to conform to the local estimating form. Contact M/OBO/PE/DE.]

G.3.5. The Contractor shall furnish quantities and pricing data for each section within each division showing labor, materials, overhead, and profit. The Contractor shall furnish a list of all foreign materials to be used in the facilities with their unit prices compared to prices for comparable U.S. materials. The costs for U.S. materials shall include, as a separate item, the estimated shipping costs to the site of construction. If the Contractor has specified a foreign material and there is no comparable U.S. material, the Contractor shall identify the material and the price of the foreign material used.

G.3.6. The Contractor shall compare these estimates to the design-to-budget amount and confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. The Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost.

In addition to the clause of FAR 52.236-22, if at any time it is determined that the estimated cost of construction exceeds the design-to-budget amount, the Contracting Officer may direct the Contractor to perform redesign and other services as needed to reduce the estimated cost of construction to an amount that is within the design-to-budget amount. The Contractor shall perform redesign and other services no additional cost to the Government. The Contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

G.4.0. REIMBURSABLE EXPENSES

The total amount estimated for reimbursable expenses under this contract shall not exceed **[\$0.00 Canadian Dollars]** unless this amount is increased in writing by the Contracting Officer.

G.5.0. ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

G.6.0. RELEASE OF INFORMATION

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

G.7.0. NOTIFICATION OF CHANGES

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

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

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

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –

- What contract line items have been or may be affected by the alleged change;
- What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

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

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

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

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

G.7.6. Equitable Adjustments.

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

- (1) In the contract price or delivery schedule or both; and

- (2) Any other term of the contract affected.

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

G.7.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

G. The Contractor shall show Value Added Tax (VAT) / GST @ 5% as a separate line item on invoices submitted for payment.

SECTION H- CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

The following Federal Acquisition Regulation (48 CFR Ch. 1) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINTIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

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- 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS
(OTHER THAN COMMERCIAL ITEMS) (NOV 2020)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND
REMEDIES (JAN 2018)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
- 52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT
MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
- 52.228-4 WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE
OVERSEAS (APR 1984)
- 52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS
LABOR-HOUR CONTRACTS (AUG 2012)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-1 PAYMENTS (AUG 1984)
- 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER
CONTRACTS (APR 2010)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILTY OF FUNDS (APR 1984)
- 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER
CONTRACTS (JULY 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR
AWARD MANAGEMENT (OCT 2018)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

“The estimated construction contract price for the project described in this contract is \$ 800.000 Canadian Dollars”

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEPT 2000)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

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

52.246-26 REPORTING NON CONFORMING ITEMS (DEC 2019)

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

52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

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

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

Covered telecommunications equipment or services means—

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

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

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

Critical technology means—

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

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

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

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

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

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

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

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

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

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

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

(d) Reporting requirement.

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

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

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(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

SECTION I - LIST OF ATTACHMENTS

EXHIBIT A - MODEL CONSTRUCTION SOLICITATION

EXHIBIT B - DS-7673 AUTHORITY FOR THE RELEASE OF INFORMATION

EXHIBIT C - NATIONAL DEFENCE AUTHORIZATIONN ACT 889 (NDAA-889)

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1.0. SUBMISSION OF QUOTATIONS

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

Summary of Instructions

Each quotation must consist of the following:

Volume	Title	No. of Copies*
1	Executed Standard Form 18 (SF-18)	3
2	Price Proposal	3

Submit the complete quotation to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 18.

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

Volume 2 shall contain:

1. Complete pricing schedules as identified in Section A. The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.
2. A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described previously.
3. Hourly rates for each professional category of each required discipline, as well as overhead, G&A, and profit shown as separate items. Submit the same information for any proposed subcontractors.
4. A copy of the most recent audit performed on the company's accounting system by an independent auditor or by a Government agency.
5. A copy of the firm's financial statement.
6. A copy of liability insurance policy covering errors and omissions.

J.2.0. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

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

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

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

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSIONS OF OFFERS IN THE ENGLISH LANGAUGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2004)

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Andrew Nelson – Contracting Officer U.S. Consulate General Calgary, 1000, 615 Macleod Trail SE, Calgary, AB, T2G 4T8

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

J.4.0. FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past **10 years**.

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

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.

SECTION K - EVALUATION CRITERIA

K.1.0. EVALUATION PROCESS

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

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

K.2.0. FIRM FIXED PRICES

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

K.3.0. SEPARATE CHARGES

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

The following DOSAR is provided in full text:

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

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

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

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

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

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

(b) Offeror represents that—

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

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

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

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

(a) The offeror certifies that -

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

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

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

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

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

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

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

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN)

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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)

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	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

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

(End of provision)

L.3 52.204-8 Annual Representations and Certification (MAR 2020)

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

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

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

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

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

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

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

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

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

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

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

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

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

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

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

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

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

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

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

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

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

__ (vii) [52.227-6](#), Royalty Information.

____ (A) Basic.

____ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(End of provision)

L.4 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

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

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

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

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This

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prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

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(ii)For covered services—

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

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

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

(i)For covered equipment—

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

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

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

(ii)For covered services—

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

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

**L5. 52.204-26 Covered Telecommunications Equipment or Services-Representation
(OCT 2020)**

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

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

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

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

(End of provision)