The U.S. Consulate General Toronto

360 University Avenue, Toronto, ON, M5G 1S4

July 11, 2022

SUBJECT: Solicitation Number: 19CA7022Q0007
Title of the Project: Kill Switch for ISC Section at the COB

Dear Prospective Offeror,

The U.S. Consulate General Toronto invites you to submit a quotation for installing kill switch in the Information Systems Center (ISC) Section at the U.S. Consulate office building (COB) at 360 University Avenue, Toronto, ON, M5G 1S4. If you are interested in submitting a quotation for this project, please read the instructions included in the attached Request for Quotation (RFQ).

The Consulate intends to conduct a site visit and hold a pre-proposal conference. The conference is expected to be held at 360 University Avenue, Toronto, ON, M5G 1S4 on Monday, July 18, 2022 at 11:00 a.m. EST. All prospective offerors who have received a solicitation package are invited to attend and must confirm their attendance by providing names to AfrinSL@state.gov by COB Wednesday, July 13, 2022.

Submit any questions you may have concerning this solicitation by email to AfrinSL@state.gov in writing by COB Wednesday, July 20, 2022. Responses will be made available in writing to all prospective offerors. Electronic quotations should be submitted with “Quotation for Solicitation Number 19CA7022Q0007 Attached” reference in the subject line to the following email address AfrinSL@state.gov on or before 4:00 P.M. EST on Wednesday, July 27, 2022. If the contractor needs more time for any reasons, they should notify the Contracting Officer in writing at least two days before the deadline.

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

1. SF-18
2. Section A;
3. Additional information as required in Section I.

The Contract will be a firm fixed price contract with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Consulate reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.
The Offerors are encouraged to complete registration in the U.S. Government System for Award Management at the following URL: www.SAM.gov. The registration is free of charge for all prospective Offerors and must not involve participation of 3rd parties.

Please direct any questions regarding this solicitation to: AfrinSL@state.gov. Questions must be written in English. Calls may be made during regular business hours.

Sincerely,

[Signature]

Jill Larson
Management Officer
U.S. Consulate General, Toronto
TABLE OF CONTENTS

SF-18 COVER SHEET
SECTION A – THE SCHEDULE
SECTION B - STATEMENT OF WORK
SECTION C – PACKAGING AND MARKING
SECTION D – INSPECTION AND ACCEPTANCE
SECTION E - DELIVERIES OR PERFORMANCE
SECTION F – CONTRACT ADMINISTRATION
SECTION F - SPECIAL REQUIREMENTS
SECTION G - CLAUSES
SECTION H - LIST OF ATTACHMENTS
SECTION I - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION
SECTION J - EVALUATION FACTORS FOR AWARD

ATTACHMENTS:
Attachment 1: DS-7673 Authority for Release of Information
Attachment 2: EFT Information Form
REQUEST FOR QUOTATION
(THESE ARE NOT AN ORDER)

1. REQUEST NO. 19CA7022Q0007
2. DATE ISSUED
3. REQUISITION/PURCHASE REQUEST NO. PR10820379
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5a. ISSUED BY
AMERICAN CONSULATE GENERAL TORONTO
360 UNIVERSITY AVENUE, ATTN: MGT/GSO
TORONTO ON M5G 1S4
CANADA
5b. FOR INFORMATION CALL (NO COLLECT CALLS)
NAME
Sarmin L Afrin
TELEPHONE NUMBER
AREA CODE NUMBER
7. FOB DELIVERY
OTHER (See Schedule)
9. DESTINATION
a. NAME OF CONSIGNEE
AMERICAN CONSULATE GENERAL TORONTO
b. STREET ADDRESS
360 UNIVERSITY AVENUE, ATTN: MGT/GSO
c. CITY
TORONTO ON
d. STATE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

11. SCHEDULE (Include applicable Federal, State and local taxes)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/ SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
</tr>
</tbody>
</table>

12. DISCOUNT FOR PROMPT PAYMENT

<table>
<thead>
<tr>
<th>a. 10 CALENDAR DAYS (%)</th>
<th>b. 20 CALENDAR DAYS (%)</th>
<th>c. 30 CALENDAR DAYS (%)</th>
<th>d. CALENDAR DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER</td>
<td>PERCENTAGE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Additional provisions and representations are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER
b. STREET ADDRESS
c. COUNTY
d. CITY
e. STATE f. ZIP CODE
c. TITLE (Type or print)

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

a. NAME (Type or print) b. TELEPHONE AREA CODE

16. SIGNER
d. CITY
e. STATE f. ZIP CODE c. TITLE (Type or print) NUMBER
A.1 DESCRIPTION

The U.S. Consulate in Toronto requires services to install an electrical power “kill switch” for the Information Systems Center (ISC). The contract type is a firm fixed price contract for the installation project. These rates include all costs associated with providing the equipment, machinery, and the installation services in accordance with manufacturer’s warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and VAT (if applicable). The contract will be for a one-time job only.

A.2 PRICING

Please include the pricing information in format provided in Section A.2-2.

A.2-1 HARMONIZED SALES TAX (HST)

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

A.2-2 PRICE BREAKDOWN

The Contractor shall provide service and submit a firm fixed quote according to below schedule:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Firm Fixed Price</th>
<th>HST (13%)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Labor</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Grand Total | |

A.3 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.
SECTION B – STATEMENT OF WORK

B.1 SCOPE OF WORK

The U.S. Consulate in Toronto requires the Contractor to provide and install an electrical power “kill switch” at the Information Systems Center (ISC) according to below specifications:

- Supply all time and materials to install one 100-amp 3 Phase mechanically held contactor next to the main electrical feed panel in the boiler room.
- 120-volt coil to be operated by a Push/Pull switch for the electrical panel in the computer room.
- Push/Pull switch to be installed in computer room next to the sub electrical feed panel in the computer room.
- Supply all time and materials to install three, 3 phase mechanically held contactors next to the sub electrical feed panel in the janitorial closet.
- 120-volt coil to be operated by the Push/Pull switch for the electrical panel in the computer room.
- These contactors will eliminate power to the 3 split A/C units located within the server room.

B.2 HOURS OF PERFORMANCE

The Contractor shall schedule all work during normal building hours which are defined as 8:00 to 16:00 Monday to Friday, excluding local and U.S. holidays, unless approved in advance by the Contracting Officer's Representative (COR).

B.3 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

B.3.1 GENERAL: The Contractor shall designate a representative who shall supervise the Contractor's staff and be the Contractor's liaison with the U.S. Consulate. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the work site, with a security escorts, only with specific permission by either the Contracting Officer or the COR.

B.3.2 PERSONNEL SECURITY: The Government reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide filled out DS 7673 – Authority for Release of Information (Attached in this document) and a copy of Photo ID for every individual who will be working at the U.S. Consulate General office building to perform services under this Contract prior to their utilization.

The Government shall issue Visitor Cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property. These identity cards are the property of the Government. The Contractor shall return all identity cards to the security guards on duty at the end of the day before leaving the U.S. Consulate premises.
B.3.3 STANDARDS OF CONDUCT

B.3.3-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 may be necessary. Each Contractor employee shall 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.3.3-b Uniforms and Personal Equipment: The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

B.3.3-c Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

B.3.3-d The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

B.3.3-e Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

B.3.3-f Criminal Actions: Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances 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; and misuse of weapons.

B.4. WORK REQUIREMENTS

B.4.1 General: The Contractor shall provide full service to meet the Scope of Work. The Contractor shall maintain a safe and efficient operating condition at all times. In the event of any work failure, the Contractor shall make every effort to immediately fix the problem.
B.5. PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained professional with the appropriate tools and equipment for the kill switch installation as required by this contract.

B.6 INSURANCE REQUIREMENTS

B.6.1 Personal Injury, Property Loss or Damage (Liability): The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract.

The Contractor's assumption of absolute liability is independent of any insurance policies.

B.6.2 Insurance: The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary.

B.7. PERMITS

The Contractor shall maintain in full force and affect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

B.8. LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

B.9. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

[RESERVED]

END OF STATEMENT OF WORK
SECTION C - PACKAGING AND MARKING

The contractor shall address all physical deliveries to the following address:

U.S. Consulate General-Toronto
360 University Avenue
Toronto, Ontario M5G-1S4
Attn: Facilities Maintenance
SECTION D - INSPECTION AND ACCEPTANCE

D.1 INSPECTION:

D.1.1 Quality Assurance And Surveillance Plan (QASP):

The Contractor shall maintain a system of quality assurance and quality control to ensure that the quality of product and deliverables 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). This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

D.1.2 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.

D.1.3 Standard: The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

D.1.4 Procedures:

D.1.4-a If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

D.1.4-b The COR will complete appropriate documentation to record the complaint.

D.1.4-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.1.4-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.

D.1.4-e The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
D.1.4-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.

D.1.4-g The COR will consider complaints as resolved unless notified otherwise by the complainant.

D.1.4-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.

The Contractor's key individual responsible for quality of construction is

The Contractor's key individual responsible for quality of documentation is

If a key individual (see D-3 below) needs to be replaced during performance of this contract the contractor shall submit a resume for an equal or better replacement to the COR for approval.

D.2 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 of the project.
SECTION E - DELIVERIES OR PERFORMANCE

The contractor shall complete all work required by this contract as set forth in the Scope of Work.
SECTION F - CONTRACT ADMINISTRATION

F.1 652.242-70 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 will be designated in writing within seven (7) calendar days of contract award.

(c) COR 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 INVOICING AND PAYING INSTRUCTIONS

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

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

F.2.3 Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Section A shall be made based upon acceptance of deliverables and 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 TorontoInvoices@state.gov, referencing the U.S. Consulate General Toronto Order Number in the “Subject:” of an email. A proper invoice shall include the following information:

- Vendor legal name and remittance address
- Vendor contact information (Name, Phone, Email)
- Task Order/Contract number
- Invoice date, invoice number, customer number (if applicable)
- Description of goods/services, quantity, price and term of performance corresponding to the contract line items (CLINS)
- Applicable taxes outlined separately
- Tax registration number
- Bill to: U.S. Consulate General, Toronto, ON

New Contractor shall submit an Electronic Funds Transfer (EFT) Registration form to: MissionCanadaEFT@state.gov and TorontoInvoices@state.gov. Incorrect Invoices will be returned to Vendor.

Payment shall be made by Electronic Funds Transfer within four (4) to six (6) weeks upon acceptance of the ordered products and delivery of a correct invoice. After that time, direct payment status inquiries to: TorontoInvoices@state.gov. Invoices shall reflect the contract number and the name of the COR.

F.3 REIMBURSABLE EXPENSES

The total amount additional reimbursable expenses under this contract is zero Dollars.

F.4 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.

F.5 NOTIFICATION OF CHANGES

F.5.1 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)."

F.5.2 Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

F.5.3 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 element 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.

F.5.4 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.

F.5.5 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.

F.6.6 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.

F.5.7 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.
SECTION G - CLAUSES

G.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CH. 1) 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 clauses apply for all services provided under this contract.

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (JUN 2020)</td>
</tr>
<tr>
<td>52.203-3</td>
<td>GRATUITIES (APR 1984)</td>
</tr>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES</td>
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<tr>
<td></td>
<td>OF WHISTLEBLOWER RIGHTS (APR 2014)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)</td>
</tr>
<tr>
<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS</td>
</tr>
<tr>
<td></td>
<td>DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)</td>
</tr>
</tbody>
</table>
52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2021)

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

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

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

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

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

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

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

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 AVAILABILITY OF FUNDS (APR 1984)

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

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

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

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
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 (JUL 2021)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

52.246-26 REPORTING NON CONFORMING ITEMS (JUN 2020)

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

52.249-14 EXCUSABLE DELAYS (APR 1984)

FAR CLAUSES PROVIDED IN FULL TEXT:

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

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

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

*Covered telecommunications equipment or services* means—

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

2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by 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


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

   (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)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) **Hourly rate.**

(1) **Hourly rate** means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;
(ii) Allocated in accordance with the Contractor’s written or established accounting practices; and
(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) **Total cost.** It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during
performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of or under this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $5,000.00

(2) Any order for a combination of items in excess of $250,000.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), then the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)
52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option clause may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one year.

(End of clause)
G.2  CLAUSES FROM DEPARTMENT OF STATE ACQUISITION (DOSAR) REGULATION

652.204-70  DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rs/rpt/c21664.htm.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70  ORDERING - INDEFINITE - DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form (OF) 347, Order for Supplies or Service, and Optional Form 348, Order for Supplies or Services Schedule – Continuation; or

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077 Continuation Sheet.

(End of clause)
652.215-70 Examination of records [87 FR 1082, Jan. 10, 2022]

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

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

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.
Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)
SECTION H - LIST OF ATTACHMENTS

The following documents are attached and made a part of this contract:

ATTACHMENT 1 – DS 7673 – Authority for Release of Information

ATTACHMENT 2 – EFT Enrollment Form
SECTION I - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

1.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B - Description/Specifications/Work Statement, and the attachments provided with this solicitation.

Summary of Instructions

<table>
<thead>
<tr>
<th>Volume</th>
<th>Title</th>
<th>Number of Copies</th>
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<tbody>
<tr>
<td>1</td>
<td>Executed Standard Form 18</td>
<td>1 electronic copy</td>
</tr>
<tr>
<td>2</td>
<td>Completed Section A</td>
<td>1 electronic copy*</td>
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</table>

Each quotation must consist of the following physically separate volumes:

Submit the complete quotation to the address indicated at Block 5a 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 copy of the firm’s Business License.

4. A copy of liability insurance policy.

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.

1.2 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

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:

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
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<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSIONS OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.215-1</td>
<td>INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2017)</td>
</tr>
</tbody>
</table>

I.3 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.

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

(End of provision)

I.4 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 three 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.
J.1 EVALUATION OF PROPOSALS

J.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with this Request for Quotation, and must meet all the requirements set forth in all the sections of this solicitation.

J.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section I. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section I and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).

- The qualifications and experience of the offeror’s proposed project superintendent and subcontractors.

- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.

- The performance schedule (bar chart) (Section L.5.2.3.).

- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

J.2 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

J.3 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

J.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited.
**INSTRUCTIONS**

Please provide the following:

1. Your entire last and first name, with hyphens, apostrophes or other punctuation marks if applicable.
2. Any other names used (maiden, nicknames, etc.).
3. Your current nationality. If U.S. citizen, enter U.S.
4. Your date of birth and place of birth (city, state, province or territory and country if applicable).
5. Your current telephone number.
6. Driver’s license number (if applicable).
7. State and/or province or territory where your driver’s license was issued.
8. Current full address of residence (number, street, unit number, quadrant, city, state and zip code).

**REQUESTOR’S INFORMATION - RENSEIGNEMENTS SUR LE DEMANDEUR**

<table>
<thead>
<tr>
<th>Full Name (Last, First, Mf)</th>
<th>Nom au Complet (Nom, Prénom, Initiale)</th>
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<tr>
<th>Nationality - Citoyenneté</th>
<th>Date of Birth (mm-dd-yyyy) - Date de Naissance (mm-dd-yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place of Birth - Lieu de Naissance</td>
<td>Telephone number - Numéro de téléphone</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Driver's License Number(s) - Numéro(s) de permis de conduire</th>
<th>State, Province, or Territory Issued By - État, Province ou Territoire d'émission</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Current Address - Adresse Actuelle</th>
</tr>
</thead>
</table>

**AUTHORIZATION - AUTORISATION**

I hereby authorize any investigator of the United States Department of State and/or the United States Federal Bureau of Investigation (FBI), bearing this release or a copy thereof, within 180 days of its date, to obtain information from the Royal Canadian Mounted Police (RCMP), Ottawa Police Service, other Canadian police services, educational institutions, employers, criminal justice agencies, or individuals relating to my activities while in Canada. This information specifically includes verification of employment, verification of education and any disciplinary, arrest and/or conviction records. I hereby direct you to release such information upon request of the bearer.

I hereby release any individual, including record custodians, from any and all liability for damages of whatever kind or nature that may at any time result to me on account of compliance, or any attempts to comply, with this authorization. Should there be any questions as to the validity of this release, you may contact me as indicated above.

Signature: ____________________________ Date (mm-dd-yyyy)

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**ATTACHMENT 1# DS7673 - AUTHORITY FOR RELEASE OF INFORMATION - CANADA**
<table>
<thead>
<tr>
<th>PRIVACY ACT STATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AUTHORITIES:</strong> The information is sought pursuant to PUBLIC LAW 108-458 Intelligence Reform and Terrorism Prevention Act (December 17, 2004) and all regulations issued pursuant to Executive Order 12968 Access to Classified Information (August 2, 1995).</td>
</tr>
<tr>
<td><strong>PURPOSE:</strong> The information solicited by and maintained on this form, including the Respondent's Date and Place of Birth, is necessary to allow for the full investigation of requests to grant access to sensitive data and/or worksites located inside the Department of State's control.</td>
</tr>
<tr>
<td><strong>ROUTINE USES:</strong> The information on this form may be shared with outside agencies that may use the information to perform routine security screenings and/or records checks. Providing this information is voluntary. Failure to provide the information requested on this form may result in the Department of State being unable to fully consider the request to access sensitive data and/or worksites. In such an instance, the Department of State could deny the request to access sensitive data and/or worksites.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DÉCLARATION AU TITRE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POUVOIRS:</strong> La présente information est sollicitée en vertu de la PUBLIC LAW 108-458 (Loi sur la réforme des services de renseignement et la prévention du terrorisme du 17 décembre 2004) et conformément à toutes les réglementations découlant du décret-loi 12968 du 2 août 1995 relatif à l'accès à l'information classifiée.</td>
</tr>
<tr>
<td><strong>OBJET:</strong> L'information sollicitée et consignée dans ce formulaire, y compris le lieu et la date de naissance de la personne intimée, est nécessaire pour permettre l'ouverture d'une enquête complète et faire suite aux demandes d'accès à des données et/ou à des lieux de travail sensibles situés sous le contrôle du Département d'État.</td>
</tr>
<tr>
<td><strong>USAGES COURANTS:</strong> L'information consignée dans ce formulaire peut être partagée avec des agences externes qui peuvent en faire usage dans le cadre de contrôles de sécurité ordinaires et/ou de vérifications de dossiers. La communication de cette information se fait sur une base volontaire. La non-communication de l'information sollicitée dans le présent formulaire peut aboutir à une incapacité du Département d'État de procéder à un examen complet d'une demande d'accès à des données et/ou des lieux de travail sensibles. Auquel cas, le Département d'État serait en droit de rejeter la demande d'accès à des données et/ou des lieux de travail sensibles.</td>
</tr>
</tbody>
</table>
ELECTRONIC FUNDS TRANSFER (EFT)
ENROLLMENT FORM

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT NAME:</td>
<td>TEL NO.:</td>
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<tr>
<td></td>
<td>FAX NO.:</td>
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<tr>
<td></td>
<td>EMAIL:</td>
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<tr>
<td>NAME ON ACCOUNT:</td>
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<tr>
<td>TYPE OF ACCOUNT:</td>
<td>CHECKING  SAVINGS</td>
</tr>
<tr>
<td>CURRENCY OF ACCOUNT:</td>
<td>US DOLLARS  CANADIAN DOLLARS</td>
</tr>
<tr>
<td>SIGNATURE OF AUTHORIZED COMPANY OFFICIAL:</td>
<td></td>
</tr>
<tr>
<td>TYPED NAME/TITLE:</td>
<td></td>
</tr>
</tbody>
</table>

ATTACH A COPY OF A VOIED CHECK