

U.S. Consulate General, Toronto

360 University Avenue, Toronto, Ontario, M5G 1S4

February 16, 2021

SUBJECT: Solicitation Number: 19CA7021Q0003
Architectural & Engineering Services for CGR Sunroom Renovation

Dear Prospective Offeror,

The Embassy of the United States of America invites you to submit a quotation for architectural and engineering services for Sunroom Renovation and barrier free accessibility of the first floor residence at the U.S. Government premises located at 152 Warren Road, Toronto, ON, M4V 2S5. If you are interested in submitting a quotation on this project, 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 will be held at 152 Warren Road, Toronto on February 17, 2021 at 10:00 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 February 25, 2021.

Site conditions allow for maintaining social distancing of 6.5 feet to prevent transmission of COVID-19, however, the number of attendees shall be limited to 1 person per company and up to 3-4 visitors in total. All attendees are required to use their own respiratory masks. An additional site visit may be scheduled to ensure that social distancing is maintained. No hard copies of documents will be distributed during the meeting.

Submit any questions you may have concerning the solicitation documents in writing by email to AfrinSL@state.gov by February 24, 2021. Responses will be made available in writing to all prospective offerors.

Electronic quotations may be submitted with "Quotation 19CA7021Q0003 Attached" reference in the subject line to the following email address AfrinSL@state.gov on or before 4:00 P.M. EST on March 08, 2021. No proposals will be accepted after this time.

Complete the OFFER portion of the Standard Form 1449, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected. In order for a proposal to be considered, you must also complete all relevant sections of RFQ requiring Offeror's input and submit all sections of the RFQ.

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.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractor and suppliers, such as details and quantities required by the drawings and specifications. Subcontractors and suppliers should not be referred to the Embassy for determining the amount or quantities of materials required.

The project completion time is 30 calendar days from the date included in the Notice to Proceed. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of CAD\$1,000.00 per calendar day will be assessed until substantial completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy 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,

A handwritten signature in blue ink, appearing to read "Em Blum".

Emmania Blum
Contracting Officer
U.S. Consulate General, Toronto

SF-1449 COVER PAGE

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR982095		PAGE 1 OF 29 PAGES	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19CA7021Q0005	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Samin L. Afin				b. TELEPHONE NUMBER (No collect calls) 437-221-3893	
9. ISSUED BY AMERICAN CONSULATE GENERAL TORONTO 380 UNIVERSITY AVENUE, ATTN: MGT/GSO TORONTO ON M5G 1S4 CANADA				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO AMERICAN CONSULATE GENERAL TORONTO 380 UNIVERSITY AVENUE, ATTN: MGT/GSO TORONTO ON M5G 1S4 CANADA				15. ADMINISTERED BY AMERICAN CONSULATE GENERAL TORONTO 380 UNIVERSITY AVENUE, ATTN: MGT/GSO TORONTO ON M5G 1S4 CANADA			
17a. CONTRACTOR/OFFERER		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY AMERICAN CONSULATE GENERAL TORONTO 380 UNIVERSITY AVENUE, ATTN: FMC TORONTO ON M5G 1S4 CANADA			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 15a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						25. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. SIR ACCOUNT NO.	39. SIR VOUCHER NO.	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE RECD (YYMMDD)	42d. TOTAL CONTAINERS

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SECTION A - PRICING

A.1. The Contractor shall perform all work necessary to produce a Property Condition Report, Architectural & Engineering (A&E) Feasibility Study, Schematic Design Drawings (Design level 15%), and CLASS D construction cost estimate associated with this specific task. All these tasks and services shall be in accordance with the latest version of the Ontario Building Code. These documents will be used as the basis for either a design-bid-build or a design-build contractor to provide proposal offer. This shall include, but is not limited to, any architectural, engineering design and analyses, construction cost estimates, described in the Statement of Work.

A.2. Value Added Tax (GST, PST, HST, QST)

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

A.3. Contract Type

This is a fixed-fee contract

A.4. Magnitude of Architect/Engineer

The magnitude of this contract for the Architect and Engineer Services is between CAD\$25,000 and CAD\$185,000

Contract Line Item Number (CLIN) # 0001 – Property Condition Assessment and Report
Firm Fixed fee for the production and delivery of designs, plans, drawings and specifications, subject to the 6% statutory limitation:

CAD\$ _____ + VAT _____ = CAD\$ _____

Contract Line Item Number (CLIN) # 0002 – A&E Feasibility Study Submittal

Firm Fixed fee for the production and delivery of designs, plans, drawings and specifications, subject to the 6% statutory limitation:

CAD\$ _____ + VAT _____ = CAD\$ _____

Contract Line Item Number (CLIN) # 0003 - 15% Schematic Documents Submittal

Firm Fixed fee for the production and delivery of designs, plans, drawings and specifications, subject to the 6% statutory limitation:

CAD\$ _____ + VAT _____ = CAD\$ _____

Contract Line Item Number (CLIN) # 0003 – CLASS D Construction Cost Submittal

Estimated Grand Total Value of Contract

For the Architect and Engineer Services Line Items: CAD\$ _____

SECTION B - STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction. This contract is for Building Condition Assessment and Architect and Engineer services. This is a multidiscipline effort that requires complete architectural and engineering services to include but not limited to building envelope, structural, mechanical, and electrical subject matter experts.

B.2.0. PROJECT REQUIREMENTS

B.2.1. Description of Project

The U.S. American Consulate General Residence (CGR) in Toronto is a three-story brick masonry building with wood framed floors and roof. Residence was designed by Toronto architecture firm of Burke, Horwood and White and constructed in 1913. The property is listed on the OBO List of Significant Properties for its architectural design. Design and construction shall be compliant with the U.S. Secretary of Interior Standards for Preservation, Rehabilitation, Restoration or Reconstruction. Wood windows are original to the residence and have reported leaking. The building foundation walls are assumed to be brick with masonry stone construction. The rear sun rear porch appears to be original to the building per the dates on the drawings. Possibly it was constructed later but it is shown on the original design plans provided.

The CGR was constructed in the early 1900s and as a result of water damage may require a may require repair, reinforcement and or a complete replacement of the sunroom from the foundation upwards. If feasible, the sunroom renovation to include barrier free accessibility most likely in the form of an exterior ramp for the first floor of the residence and include an accessible powder room as part of the renovation. The addition of a powder room in the sunroom (or vicinity) may require relocation of existing interior/exterior walls and will require relocated plumbing/electrical to the powder room.

Professional A&E Services are required to evaluate the complete residence and the sunroom to include the following:

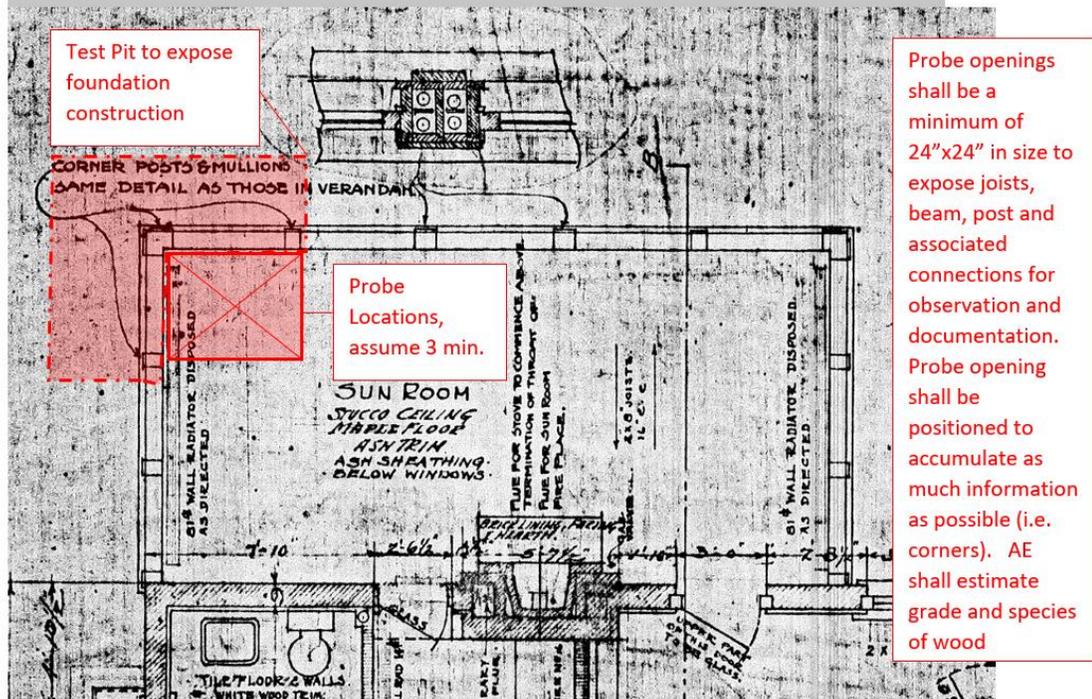
1. Property Condition Assessment in general conformance with ASTM E-2018-08.
2. Architectural and Engineering Feasibility Study to renovate the sunroom to bring into a condition so that is safe for occupancy and extend life. Feasibility study to determine suitability of a renovation to include barrier free access and powder room. The study explore two options, a repair vs. replacement, for the renovation of the sun room.
3. Schematic Sketching Services (Design Level 15%) for sunroom renovation with ADA accessibility and powder room.
4. Class D Construction cost estimate for both options.

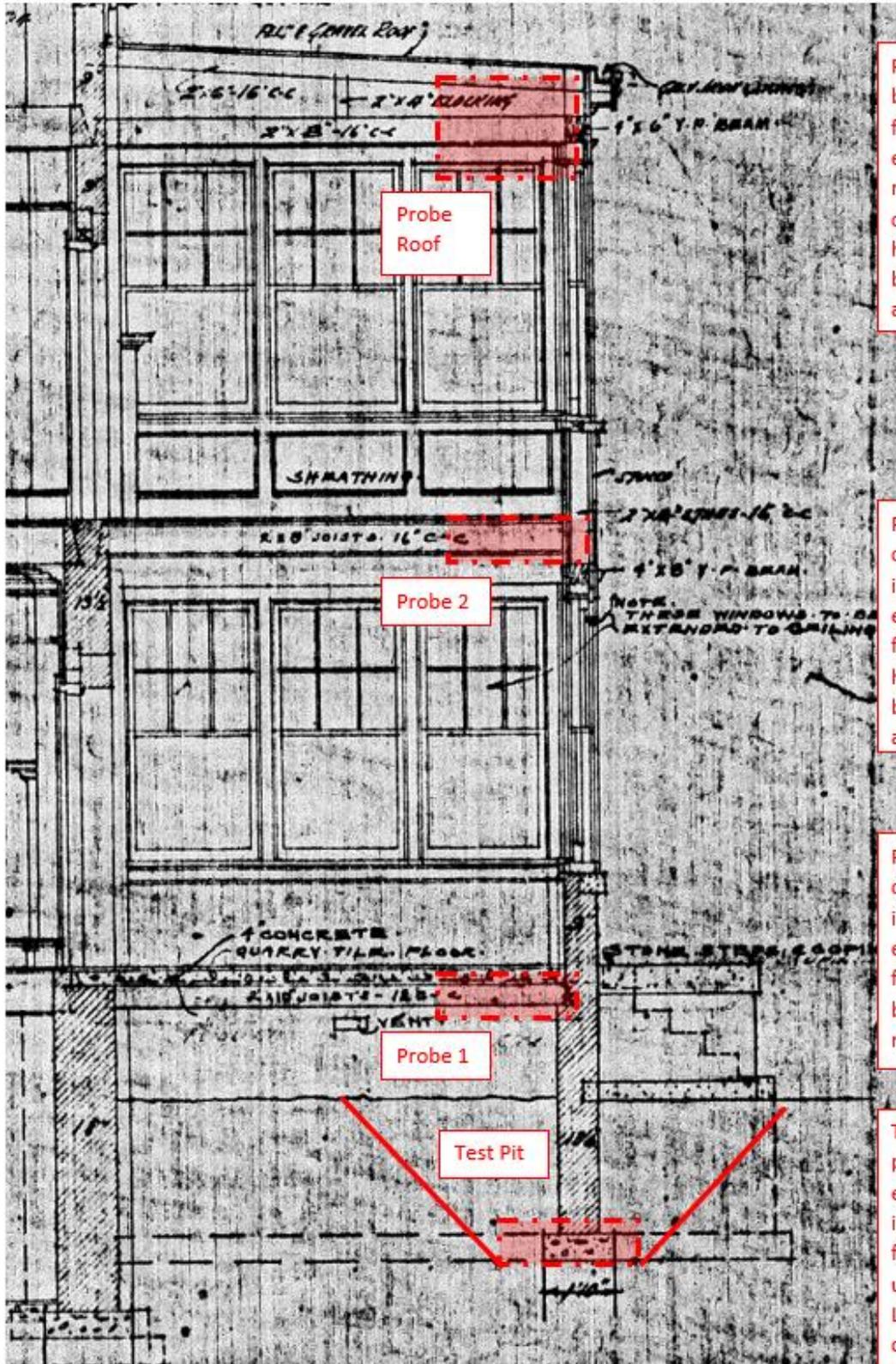
The department requires a complete A&E analysis to include but not limited to architectural, structural, mechanical and electrical disciplines for the sunroom renovation requirements through the creation of schematic (15% Level) further detailed in this document. The Schematic Design shall be in accordance with requirements of the current Ontario building code and

Heritage Requirements. The Property Condition Assessment Report shall be prepared in general conformance with ASTM E-2018-08.

1. The feasibility engineering study and the schematic design shall be prepared and produced under the supervision of a senior Architect with several years of experience of renovations of this nature. The Property Condition Assessment Report shall be prepared under the supervision of a Senior Building Science Engineer. Consultant shall be experienced with existing and culturally significant structures. Consultant and their subconsultants (if any) shall have a minimum of 5 years' demonstrable experience with culturally significant heritage properties. AE shall submit a list of references and at least five projects of similar scale and scope. Canadian Association of Heritage Professionals (CAHP) or Association for Preservation Technology Recognized Professionals (APT-RP) designations are preferable but not required.
2. Feasibility study to include a repair and conservation approach to their feasibility analyses.
3. Consultant to confirm what zoning and heritage regulations may be in play with this product.
4. The Consultant to perform probe openings (construction, observation and infill) to evaluate the existing sunroom structure. Likely this will require removal of ceiling finishes and access to the crawlspace. For the feasibility analyses to be most productive we need to cut down the assumptions. AE shall submit a probe package with plans for owner review and approval prior to probe construction. A probe package shall include a description of the goals of the observations to be found by the performance of the probe openings. Contractor to provide a summary report of observed conditions with photos as part of their deliverables. Contractor shall be responsible for patching existing openings to match existing. Concept for pricing below.

AE responsible for devising probe plans and submitting to owner for review and approval.





Probe Roof shall be constructed from interior to expose existing roof framing, ceiling joists, header beam blocking, bridging and posts.

Probe 2 shall be constructed from interior to expose existing second floor framing, header and edge beams, blocking and posts.

Probe 1 shall be constructed from interior to expose existing first floor framing, edge beams, blocking masonry.

Test Pit shall be performed at exterior and or interior to expose foundations and underlying soils. Layback soils per code.

5. Structural analyses to be performed of the existing as-built conditions as per ASCE Guideline for Structural Conditions Assessment of Existing Buildings (ASCE 11-99) and US Forest Products Laboratory's Wood Assessment Manual: Second Edition (FRPL-GTR-234, 2014). (or Canadian Recognized Structural Guidelines)
6. Existing original design drawings will be available to the successful AE firm.
7. Review the extent to which the building structure requires repairs/renovation for a structurally sound building. A structural engineer to be retained to evaluate the soundness of existing members and their connections, estimate grade of structural members and shall perform calculations to determine available capacity.
8. Attend a kick-off meeting, two review meetings, and a final meeting to review and explain the content of the deliverables. Contractor to perform note taking and submission of meeting minutes for record for these meetings.
9. An accessible path of travel may consist of walks and sidewalks, curb ramps and other interior or exterior pedestrian ramps; clear floor paths through lobbies, corridors, rooms, and other improved areas; parking access aisles; elevators and lifts; or a combination of these elements.
 - 1) An accessible entrance;
 - (2) An accessible route to the altered area;
 - (3) At least one accessible restroom
10. Door Clearances - when retrofitting a building, the doors must provide a clear width of 32 inches and allow wheelchair users maneuvering clearances. The most common maneuvering method for wheelchairs is 18 inches clear area on the pull side of the door and 12 inches clear area at the push side of the door. The ADA standards address all types of doors, including hinged, sliding, revolving, etc.

DELIVERABLES

1. Property Condition Assessment. In general conformance with ASTM E-2018-08.
2. Architectural and Engineering Feasibility Study to renovate the sunroom to bring into a condition so that is safe for occupancy and extend useful life. Feasibility study to determine suitability of a renovation to include barrier free access and powder room. Explore two options 1. repair as necessary vs. 2. replacement option of the sun room.
3. Schematic design (Design Level 15%) for sunroom renovation including ADA accessibility and powder room.
4. Class D Construction cost estimates for two options (repair vs. replace of sunroom).

- Submissions shall be formatted to produce bound copies at 8 1/2 x 11 inch specifications with 11 x 17 inch fold-out drawings in a Project Manual.
- Documentation including all drawings, specifications, cost and schedule estimates; documentation shall be handled and delivered as Unclassified. Each submission's electronic version shall be sent via CD in .PDF, WORD, EXCEL, PM, and CADD formats as the government's record copy.
- 15% Schematic design: Furnish in .PDF format electronic versions of two separate documents sent via CD and email:
 1. Specifications (8 1/2x11 format) with drawings (11x17 format),
 2. Bill of quantities/cost estimate and anticipated construction schedule.

Recent observation report (findings below) from ‘Optimum Quest Solutions, Structural Engineers’

- Evaluate foundation walls which are 9” brick work and determine if need to be removed as a part of a renovation.
- Investigate footings which are either Brick or Rubble / Wild stone. Structural work may be required to further enhance load bearing capacity of the brick footings and lateral stability (e.g., benching method and installing weeping tiles, drains to conduct water and damp away from building.)
- The new load bearings walls of sunroom will require design to the window size/design. As some signs of rot, wrap and damp were visible and apparent in existing load bearing walls.
- Floor joists require evaluation and will be either shored up and repaired as necessary or will be removed and new similar floor assemblies will be made whichever is more time efficient and cost effective. (New 2x10 or 2x8 Min. SPF joists to be designed according to OBC2012 Part09 tables and recommendations)

SECTION C - CONTRACT ADMINISTRATION

C.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 is the U.S. Embassy Wayne Johnston, Facilities Maintenance Staff in US Consulate Toronto.

C.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.

C.2. INVOICING AND PAYING INSTRUCTIONS

C.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.

C.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.

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

The Contractor shall mail invoices to TorontoInvoices@state.gov, referencing the US Consulate 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. Consul General, Toronto, ON

New Contractor shall submit an Electronic Funds Transfer (EFT) Registration form to:
MissionCanadaEFT@state.gov

Incorrect Invoices will be returned to Vendor.

Payment shall be made by Electronic Funds Transfer within 30 calendar days upon acceptance of the ordered products and delivery of a correct invoice.

After 30 days, direct payment status inquiries to: **MissionCanadaPMT@state.gov**

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

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

SECTION D - SPECIAL TERMS AND CONDITIONS

D.1. SECURITY

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

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

D.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 the U.S. Consulate Toronto.

D.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.

D.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.

D.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.

D.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.

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

D.2. CONSTRUCTION COST ESTIMATING

D.2.1. 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.

D.2.2. 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.

D.2.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work. 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.

D.2.4. 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.

D.2.5. 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.

D.3. 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.

D4. 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.

D.5. NOTIFICATION OF CHANGES

D.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)."

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

D.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 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.

D.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.

D.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.

SECTION E- 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. Also, the full text of a clause may be accessed electronically at the following addresses (please note these addresses are subject to change):

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

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t> to access 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	DEFINITIONS (NOV 2013)
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)

As prescribed in [4.1303](#) , insert the following clause:

Personal Identity Verification of Contractor Personnel (Jan 2011)

(a)The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b)The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1)When no longer needed for contract performance.
- (2)Upon completion of the Contractor employee’s employment.
- (3)Upon contract completion or termination.

(c)The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d)The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

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)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2019)

52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS
(OTHER THAN COMMERCIAL ITEMS) (JAN 2020)

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

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 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 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 (AUG 2019)
- 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)

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)

The following DOSAR clause(s) is/are provided in full text:

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/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

SECTION F - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

F.1. 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 1449 (SF-1449)	1
2	Price Proposal	1

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.

F.2. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that

must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses (please note these addresses are subject to change): <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of 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)
- 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SUVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

F.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 from the GAO.

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

F.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 3 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 no responsible.

SECTION G - EVALUATION CRITERIA

G.1. 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.

G.2. 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.

G.3. SEPARATE CHARGES

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

The following DOSAR is provided in full text:

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

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

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

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

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

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

(b) Offeror represents that—

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

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

(End of provision)

SECTION H - REPRESENTATIONS, CERTIFICATIONS AND OTHER

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

(a) The offeror certifies that -

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

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

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

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

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

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

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

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

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

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

H.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)
	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)

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:

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

(End of provision)