

ARCHITECT & ENGINEERING SERVICES IDIQ (RFQ)

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

UPDATES TO THE MODEL

01/15/2014 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

08/26/2013 – Updated VAT, Section A.4.1, Version A

05/22/2013 – Update VAT info, Section A. 4.1

03/22/2013 – Update FAC 2012-18

02/01/2013 – Updated for FAC 2005-60 thru 53 (52.225-25 and 52.204-8)

09/10/2012 – Update required by PIB 2102-16, 17 and 18

05/29/2012 - Updated required by FAC 2005-56-59, PIB 2012-11 and -10 (notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, 52.204-8)

02/22/12 – Updates per FAC 2005-55 (52.213-4)

12/23/2011 – Update FAC 2005-54 (52.225-25 and 52.204-8)

07/20/2011 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/2011 – Updates required by FAC 2005-53 (52.213-4 and 52.223-18)

07/06/11 – Update FAC 2005-52 (52.213-4)

04/06/2011 – Update per FAC 2005-48, 49, and 51

02/28/2011 – Correction to update required by FAC 2005-47.

2/23/2011 – No update required for 52.209-9

1/24/2011 – Updated per FAC 47-48 and PIB 2011-3; 52.204.9

10/20/10 – Updated 52.213-4, added 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.213-4)

07/01/10 – Update per FAC 2005-42 (52.213-4)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

03/29/10- FAC 2005-40 has the following changes: (52.244-6); no changes required for FAC 2005-41

03/23/10 – FAC 2005-39 updates (52.232-10)

01/11/10 – Change required by FAC 2005-38 (52.213-4)

10/22/09 – Changes reqd by FAC 2005-37 (52.213-4)

08/27/09 – Changes required by FAC 2005-35 and 36 (52.212-3, 52.225-20, 52.244-6)

08/14/09 – No Change required by FAC 2005-34

06/26/09 - No Change required by FAC 2005-32-33

05/08/09 – Change required by FAC 2005-31 (52.213-4)

03/10/09 - Change required by FAC 2005-29 and 30 (52.213-4)

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8)

12/19/08 – FAC 2005-28 (52.213-4, 52.244-6, 52.203-13 and 52.209-5)

10/07/08 – Change required by FAC 2005-27 (52.232-17 and 52.232-26)

10/07/2008 – Change required by FAC 2005-27 (52.213-4)

07/25/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

7/07/08 – Update reqd by FAC 2005-26 (52.225-13 and 52.225.20)

6/3/08 – Updated FAC 23-25 (52.213-4, 52.204-7)

5/30/08 – Added instructions to include 52.225-19 if danger post

1/31/08 – No change required by FAC 2005-23; DBA rate not updated because DOSAR 652.228-71 and 652.228-74 are fill ins

12/05/07 – Change required by FAC 2005-21 & 22.

09/20/07 - No updated required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.213-4)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and DBA

07/17/07 – Change required by FAC 2005-18 – no change required

07/10/07 – No changes required by FAC 2005-17 but added in 52.249-14

03/26/07 – Changes required by FAC 2005-16 (52.213-4, 52.244-6)

12/15/06 – No change required by FAC 2005-15.

12/13/06 – No change required by FAC 2005-14.

12/07/06 – Changes required by FAC 2005-13 (52.209-6, 52.213-4 and 52.244-6)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

7/21/06 – Update 652.228-71; no change required by FAC 2005-11

7/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

6/20/06 – Change required by FAC 2005-09 (52.204-8, 52.204-9, 652.237-71, 52.222-50)

2/15/06 – Change required by FAC 2005-07 (update FAR 52.213-4, 52.225-13, 52.244-6, 52.204-8)

1/12/06 – Change required by FAC 2005-08 (update FAR 52.213-4 to JAN 2006)

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/27/05 – No revision required for FAC 2005-6

8/19/05 – Update FAC 2005-5 (FAR 52.232-7)

6/28/2005- Changes required by FAC 2005-4 (52.213-4 update)

5/13/2005 – Changes required by FAC 2005-3 (52.213-4 update)

5/2/2005 – Added reps and certs, creating a Section K.

4/8/2005 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

2/17/05 – Updated 52.209-6, 52.213-4, 52.244-6

11/02/2004 – Updated 52.213-4 for FAC 2001-25

10/08/04 – DBA update

07/06/2004 – Updated 52.213-4 & 52.244-6 FAC 2001-24

06/30/2004 – Update 52.213-4 & 52.219-1 FAC 2001-23

04/16/04 – No revision required for FAC 2001-21; updated for FAC 2001-22 (FAR 52.213-4).

01/29/04 – No change for FAC 2001-17, changes for FAC 2001-18 (update 52.215-1) and changes to FAC 2001-19 (update 52.213-4)

01/14/2004 – Updated to SF 330 per FAC 2001-18

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- Use this sample to obtain Architectural and Engineering (A/E) services for small projects throughout the contract period.
 - Selection of an A/E must follow FAR Part 36 and the Brooks Act. Initial selection is based on the most technically qualified firm in responding to selection criteria identified by the Government.
 - Interested firms then submit Part II of the SF 330 to demonstrate their ability to meet the selection criteria. After the most technically qualified firm is selected, contract award will be based upon the ability to negotiate fair and reasonable rates for the applicable labor categories.
 - The SF 18 should be the cover page of the solicitation. The RFQ is sent to the one firm selected as the most qualified based on technical evaluation of the SF330.
 - Do NOT send the solicitation to multiple sources. When an award is made, use OF 347 or OF 206 as the cover sheet (DOSAR 613.307). Additional guidance regarding the selection of A/E firms can be found in Chapter 9 of the A/OPE Cookbook.
 - Individual task orders will be issued for each project. Task orders will be negotiated on a level of effort basis in accordance with the fixed rates in Section A, which are established at time of award. Also, each task order must comply with the 6% statutory fee limitation. FAR 15.404-4(c)(4)(i)(B) states the price for A/E services for the "...production and delivery of designs, plans, drawings, and specifications shall not exceed six percent of the estimated cost of construction..."
 - The requirement for A/E services shall not exceed \$150,000 for the entire period of performance. Contracting officers have the discretion of determining how long they wish to extend the services up to the limit of four option years as long as the total maximum price does not exceed \$150,000.
- PLEASE NOTE THAT THIS A&E SAMPLE SOLICITATION SHOULD ONLY BE MAILED TO THE FIRM WHICH IS MOST TECHNICALLY QUALIFIED TO PERFORM THE WORK**
- REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the requiring office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract

Approval, found in PIB 2012-11, Attachment 1 is available on e-Forms and will be used to meet this requirement.

- Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.
- If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your OPE Desk Officer.
- In the cover letter to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.
- Instructions for each "[*Note to Contracting Officer*]" have been followed
- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by "[]"
- REQUIRED – Before sending to OPE for review, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - Highlights have been removed before issuing solicitation
- Bio-preferred products - If U.S. firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section G.
- Appropriate information has been entered into all blank fields.
- Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate
- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- "Model Updates" at the beginning of this document were deleted before final printing.
- ALL "Tick List and Guidance" comments have been deleted before final printing.
- "[*Notes to Contracting Officer*]" which are embedded in the model have been deleted before final printing

- Contracting Officer has read the solicitation before it has been submitted to A/OPE/EAD for review.
- Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- Contracting Officer has actually read the final solicitation before distribution.
- The solicitation makes sense to both you and your Desk Officer.
- The proposal due date is at least 30 days after issuance. Also, the CO has ensured this due date does not fall on an Embassy holiday or weekend.
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award.
- Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- You have coordinated the tasks with the requirements office to ensure all tasks are necessary to include the timing.
- If there have been big fluctuations in the economy, post may elect to incorporate less option years. If this is done, then there will be additional changes within the solicitation.
- If the Contracting Officer expects participation by U.S. firms, or if the Contracting Officer determines it is practical for foreign firms performing contracts outside the U.S. to register in the CCR, then the following clause (FAR 52.204-7) should be included in the solicitation by reference. Additional information regarding when the CCR requirement should be included can be found in A/OPE PIB 2004-2.
- Defense Base Act Insurance clauses reviewed and modified
 - When the Contracting Officer has a reasonable expectation that no covered contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:

- FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section G.
- If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.
 - The Contracting Officer shall then amend the solicitation to add a line item in Section A (see sample language in B.2.7 and actual item in B.3.6 of the LGP model).
 - If covered employees will be employed, delete the following
 - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section G.

Also add the following clauses/provisions:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section G. Incorporated by reference.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section G. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e and f and mark those paragraphs as “reserved per PIB 2012-17”.
- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- SECTION K COMPLETED - American Business Sources
 - If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
 - If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6.

- If the above conditions are met, include the following at the end of Section K and number as the next sequential number in the K series.

52.219- SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **54130**.

(2) The small business size standard is **\$7 million dollars**.

(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) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it *o* is, *o* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

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

(ii) It *o* is, *o* not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

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

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]

_____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

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

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

If U.S. firms are being solicited/awarded a contract the following FAR clause must be provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (DEVIATION)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the

United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

- 3rd Country Nationals: The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans (PIB 2012-10).

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.
- b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via e-mail at OIGHotline@state.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

SAMPLE LETTER TO PROSPECTIVE OFFERORS

[Note to Contracting Officer: insert date]

[Note to Contracting Officer: insert inside address]

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number *[Note to Contracting Officer: insert number and title of project]*

The Embassy of the United States of America invites you to submit a quotation for *[Note to Contracting Officer: insert a brief description of services required]*.

Your proposal must be submitted in a sealed envelope marked "Quotation Enclosed" to the *[Note to Contracting Officer: insert name of Contracting Officer, Address]* on or before *[Note to Contracting Officer: insert solicitation closing time]* on *[Note to Contracting Officer: insert solicitation closing date]*.

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.

Direct any questions regarding this request for quotations to *[Note to Contracting Officer: insert name]* by letter or by telephone *[Note to Contracting Officer: insert telephone number]* during regular business hours.

Sincerely,

[Note to Contracting Officer: insert name]
Contracting Officer

[Note to Contracting Officer: insert SF-18 for the RFQ or SF-252 for the purchase order award here. If using the SF 18, remember that a purchase order will need to be issued on OF347 or OF206.]

TABLE OF CONTENTS

SF-18 Cover Sheet

A. Pricing Information

B. Statement of Work

C. Inspection and Acceptance

D. Deliveries and Performance

E. Administrative Data

F. Special Requirements

G. Clauses

H. List of Attachments

I. Instructions on How to Submit a Quotation

J. Evaluation Criteria of Quotations

SECTION A- PRICING INFORMATION

A-1 SERVICES

The Contractor shall perform all work required in the statement of work for the performance of an indefinite delivery/indefinite quantity contract, for various projects required by [*Note to Contracting Officer: insert Post*]. The Contracting Officer shall order individual requirements through task orders. The scope of services required shall include, but is not limited to any architectural, electrical, mechanical, and structural engineering [*Note to Contracting Officer: add or delete engineering disciplines as required*] design and analyses, construction cost estimates, renderings, photographs and scale models. See Section B, Scope of Work, for the specific description of the work required of the Contractor under this contract.

A-2 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity contract containing fixed hourly rates. Reimbursement of certain expenses in addition to the fixed-price is delineated in F-5 [*Note to Contracting Officer: include reimbursables, if applicable*].

A-3 LEVEL OF EFFORT

(a) The Contractor shall provide the services for the base period of the contract at the rates shown in Section A and any option years exercised by the Government.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in the Schedule. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.

A-4 PRICING

Task orders shall be issued to the Contractor on a firm fixed price basis. In establishing the fixed price for individual task orders, the rates for the required services shall use the fixed fully burdened hourly labor rates listed below. The fixed hourly rates shall include all direct, and indirect costs, including profit.

Any locally acquired (Non-Defense Base Act Insurance) costs of Workers' Compensation and War-Hazard Insurance shall not be a direct reimbursement.

A.4.1 VALUE ADDED TAX

[Note to Contracting Officer: include Version A, if the Contractor must submit VAT for this contract to the host government. Include Version B if the host government will not require submission of VAT by the Contractor for this contract.]

Version A

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

OR

Version B

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

LABOR CATEGORY	BILLING RATE*		
	Base Year	Option Year 1	Option Year 2**
Principal			
Senior Architect			
Junior Architect			
Senior Draftsperson			
Junior Draftsperson			
Interior Designer			
Senior Electrical Engineer			
Senior Mechanical Engineer			
Senior Structural Engineer			
Junior Engineer			
CADD Operator			
Clerical			

*The billing rates include all direct labor, profit, overhead costs, and other associated costs. See the instructions provided in Section J.

**** [Note to Contracting Officer: select appropriate number of options.]**

[Note to Contracting Officer: The above-listed labor categories are only to provide a suggested format. The labor categories can be tailored to meet the Post's needs.]

A-5 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of **[Note to Contracting Officer: insert amount in the currency of the country or quantity]**. This reflects the contract minimum for the entire period of performance, including any options. The amount of all orders shall not exceed \$150,000. This reflects the contract maximum for the entire period of performance, including any options.

[Note to Contracting Officer: Remember that if multiple awards are made, each contract awarded will have a contract minimum which must be met by the Government. Therefore, while the minimum may not be a nominal amount, ensure that it is not made so high that it cannot be met by the Government for all contracts awarded as a result of this solicitation. The minimum should reflect no more than the estimated cost of the first requirement. The contract maximum must not exceed \$150,000.]

A-6 DEFINITION

In this contract, the terms Contractor, Architect, Architect/Engineer, and (A/E) are used interchangeably unless the context indicates otherwise. Each shall mean the Contractor identified in Block 5A of Optional Form 347 or in the box marked Vendor of the OF-206.

SECTION B – STATEMENT OF WORK

[Note to Contracting Officer: Items shown in [] italics are instructional and must be written to suit each contract/purchase order. This sample scope of work is for a typical A/E contract. Text may be deleted if not required. Post should work with M/OBO/PE/DE to develop a Statement of Work for the particular contract. The Statement of Work also should be tailored to reflect the prevailing practice of local A/E. For detailed Statements of Work for interior design services, contact M/OBO/PE/IDF/OF.]

B-1 GENERAL INFORMATION

Introduction -This contractor is required to provide a variety of A&E services as required by the Government. Individual requirements shall be met by the negotiation of separate task orders to the contract.

B-2 REQUIREMENTS

a. Description of Post

The Contractor shall provide A&E services in support of ***[Note to Contracting Officer: insert Post name]***. The Post's current facilities include the following characteristics. ***[Note to Contracting Officer: Provide information such as area population, parking, site area, number of buildings, and general description of facility mission, and any information that would affect the Contractor's effort. Address any construction sequencing or timing constraints. Any specific design restrictions that are known at this time should be addressed.]*** However, any new design services or design services required for existing or additional Post facilities shall be considered within contract scope.

b. General Requirements

1. Requirements under this contract is a multidiscipline effort that requires complete architectural and engineering services to define the construction and operating and maintenance requirements of the facilities. In addition to the normal architectural and engineering services provided for building design, the design services required include, but are not limited to ***[Note to Contracting Officer: Choose those that apply: interior design, signs, fire and life safety protection, radio frequency shielding, physical security, blast protection, seismic, site utility and drainage systems, domestic water treatment, possible sewage treatment, site facilities and landscape design services]***. If there is any inconsistency between the attachments listed in Section H and Section B, Section B shall be followed. ***[Note to Contracting Officer: Post must develop attachments to go in Section I which reflect laws/regulations which the project will be designed to.]***

2. All design and engineering services are part of a major program undertaken by the Department of State using public funds. The Government will formally evaluate the A/E Contractor based on:

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

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

4. The Contractor shall produce plans and specifications. Drawings shall be segregated by buildings. The layout of individual drawings shall convey the required design and construction information. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size. Any additional specifics regarding drawing sizes or lettering shall be identified in the statement of work for each task order.

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

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

7. Schedule requirements and "design-to" budget cost data, if applicable, will be identified in each task order's statement of work.

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

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

c. Special Requirements

[*Note to Contracting Officer: include any of the below or any others that may be applicable.*]

Requirements regarding review comments and the period of time allowed for review will be addressed in each task order if applicable. If review times are required, this should be factored into the contractor's proposal costs and scheduling time for each order. Time for reviews will not be considered an additional extension of required delivery dates if review dates are specified in the statement of work.

B-3 EXISTING CONDITIONS

a. Site

If applicable, each task order statement of work shall detail existing conditions for a particular project. A general description may be provided of the site, i.e., area, status of control, boundary conditions (streets, other properties), utilities, factors affecting telecommunications, existing structures, easements, rights of way, topography, and any special conditions.

b. Surveys

If applicable, a particular task order's statement of work shall state status of boundary and topographic surveys. Topographic surveys could also be supplied to the Contractor, or the Contractor could be tasked with arranging for the survey as a separate contract activity. Surveys

shall state whether or not factors exist affecting telecommunications and how those factors would affect the existing facility or new designs.

c. Geotechnical Data

If applicable, geotechnical data will be provided to the Contractor by the Government as an attachment, or the Contractor may be tasked with arranging for geotechnical data, which would be negotiated in a task order.

B-4 DESIGN REQUIREMENTS

a. General Requirements

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

b. Design Process/ Submittal Requirements

Each task order will identify if the project requires submission of different phases (e.g. 35%, 60% design completion, etc), if presentations are required, and any other submittal specifics including drawing sizes, specification presentation, and language requirements.

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

B-5 FURNITURE AND FURNISHINGS PRICING, DOCUMENTATION, AND INSTALLATION PHASE

[Note to Contracting Officer: if applicable for this contract request guidance from M/OBO/PE/IDF. If not, state "Reserved" for this section.]

B-6 POST DESIGN AND CONSTRUCTION SERVICES

a. During the construction solicitation period, the Contractor will provide consultation services at no additional costs, including providing clarifications and responses to questions about the bid documents prepared by the Contractor. This shall be done at no cost to the

Government. The Contractor shall also be in attendance at the construction pre-proposal conference.

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

c. Payment for these services will be negotiated in a supplemental agreement based on the scope of services, staffing needs, and duration of services and will be covered by a task order to the contract.

B-7 OPERATIONS AND MAINTENANCE

a. The Contract A/E is responsible to see that each assigned project task order is designed using materials, finishes, fixtures, equipment, and systems that provide operational dependability and are easy to maintain or replace.

b. O&M Design Guidelines - Emphasis must be placed on the uniformity of parts and components to maximize interchangeability. It is during the design phase that operations and maintenance (O & M) considerations must be addressed.

c. Comprehensive Maintenance Program (CMP) - The Contract A/E may be required to provide specific operations and maintenance data and information for the development of a Comprehensive Maintenance Program (CMP) by the Government. If required, these tasks shall be negotiated in individual task orders.

SECTION C - INSPECTION AND ACCEPTANCE

C-1 INSPECTION

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

[Note to Contracting Officer: fill in the blanks below.]

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

If a key individual (see C-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.

C-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 for the design. The COR for this contract is ***[Note to Contracting Officer: insert the COR's name]*** unless someone else is identified in a specific task order.

C-3 QUALITY MANAGEMENT PROGRAM (QMP)

[Note to Contracting Officer: the CO may want to require the QMP in the qualifications statement with the SF 254, which would be submitted by all offerors. If this is the case, this section should be deleted and marked "Reserved."]

The Contractor shall prepare and implement (based on Government approval), a Quality Assurance and Management plan. The Contractor shall address the following:

C-3.1. ORGANIZATIONAL STRUCTURE. Define the proposed organizational structure for the project, including charts and a description of responsibilities of key persons who will perform the work. The Contractor shall identify person(s) responsible for interface with the Government.

C-3.2. DOCUMENT CONTROL. The quality program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. The Contractor shall identify person responsible for reviewing, approving, and releasing documents and revisions.

C-3.3. VERIFICATION. The Contractor shall identify the senior person (s) who will be responsible for final review and verification before documents are transmitted to the

Government. cursory supervisory reviews will not be sufficient. Design verification may vary from spot-checking of calculations to full-scale review of design drawings and specifications, as the situation requires.

C-3.4. CORRECTIVE ACTION. The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

C-3.5. QUALITY ASSURANCE REPORTING. The Contractor shall prepare a Quality Assurance (QA) report to be submitted as part of the [*Note to Contracting Officer: identify submission*]. This report shall identify the QA procedures used to review drawings and data for these submissions. This report shall also identify steps taken to coordinate all drawings and documents prepared by the Contractor and subcontractors. The report shall include:

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

C-3.6. CHECKING, COORDINATING, AND INTEGRATING DRAWINGS. Quality control procedures shall ensure that individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (such as, civil, structural, mechanical, electrical) has been coordinated and integrated. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before document submittal.

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

SECTION D - DELIVERIES AND PERFORMANCE

D-1 PERIOD OF PERFORMANCE

The base contract period will be one year from the date of contract execution. The contract may be extended by exercising a one-year option. The contract period, including a maximum of **[Note to Contracting Officer: fill in the number of option years]** years, may not exceed **[Note to Contracting Officer: fill in a number of total years]** years.

[Note to Contracting Officer: if you use more than one period of performance, be sure to summarize by listing costs for each period and stating a grand total.]

[Note to Contracting Officer: The CO has flexibility to set the period of performance as long as the period of performance for the total contract value does not exceed \$150,000 or five years.]

D-2 DELIVERABLES

The deliverables and delivery schedule shall be determined and included in each task order.

D-3 DELIVERY CHARGES

All delivery charges shall be prepaid by the Contractor.

D-4 ORDER OF SERVICES

The Contracting Officer reserves the right to establish the order in which the services are performed.

D-5 CONTRACTOR DELAYS

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

SECTION E – ADMINISTRATIVE DATA

E-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 [*Note to Contracting Officer: insert job title of COR*]. However, if the COR changes for a specific project, the Government shall identify the individual in the task order.

E-2 INVOICING AND PAYING INSTRUCTIONS

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

b. The Contractor shall specifically identify the 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 should 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, he shall contact the COR.

c. 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 identified in each task order shall be made in accordance with FAR 52.232-1, "Prompt Payment for Fixed-Price Architect-Engineer Contracts", and for reimbursable expenses as set forth in Section F-5, after an acceptable invoice has been submitted by the Contractor. Contractor shall mail the invoices to:

[*Note to Contracting Officer: identify address. Use the address of the FMO to comply with the Prompt Payment Act. The FMO will log in receipt of invoices and forward to the COR for review and approval.*]

Invoices shall list the item delivered by reference to the appropriate contract number, task order number, item number, price, task order date, name of the COR, and actual delivery date.

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

e. [*Note to Contracting Officer: Include the following clause if VAT will apply to this contract:*] The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION F - SPECIAL REQUIREMENTS

F-1 OWNERSHIP

All documents delivered to the Government as the result of this contract are the property of the Government and for the use of the Government as it deems appropriate. Government ownership, acceptance, or use as intended by this contract, does not in any way relieve the Contractor of responsibility for the design, biddability or constructibility, of the documented design.

F-2 SECURITY

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

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

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

WARNING

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

U.S. EMBASSY

[Note to Contracting Officer: insert appropriate address.]

c. 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. 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.

e. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Regional Security Officer (RSO). The RSO 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.

f. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

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

F-3 DESIGN-TO-BUDGET

a) When an individual task order requires the development of construction documents, a design-to budget amount shall be provided in the task order. The Government will state "estimated construction contract price for the project is" which will be priced in either dollars or the local currency, dependent upon the currency stated at contract award. This requirement is in accordance with FAR 52.236-22 "Design Within Funding Limitations," see Section H, contract clauses.

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

- Allowances for GFE
- Operations and maintenance
- Government project supervision during construction

F-4 CONSTRUCTION COST ESTIMATING

a) When the Contractor is required to produce estimates of the cost of construction, the contractor shall mark construction cost estimates as "Source Selection Information" documents. The Contractor shall safeguard the confidentiality and prevent unauthorized distribution of the estimates.

b) 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 estimates shall be based 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.

c) The Contractor shall provide estimates of the cost of construction of the facilities or work as described in the Scope of Work of a particular task order with each of the 35%, 60%, and 100% Construction Documents submittals or deliverable phases as required by the task

order. These estimates shall indicate the anticipated cost in terms of [*Note to Contracting Officer: specify currency*] for the construction of the facilities in the country and locale where such facilities are to be built. Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See Section F-3 titled "Design-to Budget" and Section G, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

d) 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. Contingencies for each division shall be separately identified.

[Note to Contracting Officer: Post may have to adapt cost estimating requirement language to conform to the local estimating form. Any questions on this issue should be discussed with M/OBO/PE/DE.]

e) The Contractor shall furnish quantities and pricing data for each section within each division and break the data down separately for 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 material shall be identified and the price of the foreign material used.

f) The Contractor shall compare these estimates to the design-to-budget amount given in Section G-3 of this contract and shall be used to confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. Notwithstanding the requirements for specific submittals of construction cost estimates, the Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost. In addition to complying with the clauses of Section G, FAR 52.236-22, if at any time it is determined that the estimated cost of construction exceeds the design-to-budget amount the Contracting Officer may direct the Contractor to perform redesign and other services as needed to reduce the estimated cost of construction to an amount that is within the design-to-budget amount. The Contractor shall perform such redesign and other services at no additional cost to the Government. The Contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

F-5 REIMBURSABLE EXPENSES

The total amount estimated for reimbursable expenses under this contract will be negotiated as a not to exceed amount in each task order. This negotiated amount shall not be exceeded by the contractor unless approved in writing by the Contracting Officer.

[Note to Contracting Officer: identify Reimbursable Expenses, if any.]

F-6 ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Contractor nor any of its employees, affiliates, or related entities may propose or bid 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 envisioned construction to any offeror or prospective offer or of the envisioned construction solicitation.

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

F-7 RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

F-8 ADDITIONAL SERVICES

The Government may require in a written modification for the Contractor to provide services within the general scope of this contract (but not otherwise required) on a time-and-materials basis. The following labor rates priced in Section A.4 shall apply to such work.

Other expenses shall be reimbursed pursuant to the clause of this contract titled "Reimbursable Expenses."

F-9 TASK ORDER PROCEDURES

The process for issuing task orders shall be as follows:

- The Contracting Officer issues a statement of work including required deliverables, schedule, task order period of performance, design-to budget, and a request for quotation to the A/E.
- The A/E shall submit a proposal within _____ ***[Note to Contracting Officer: Include a required number of days to submit a proposal.]*** days to the Contracting Officer. The proposal shall be based upon the negotiated hourly rates.
- The Contracting Officer shall evaluate the proposal and will accept, negotiate changes, or reject the proposal.

- If accepted either based on the initial proposal or negotiated changes, a task order will be issued using the OF-347.

F-9.1 Task orders shall be issued on Optional Form 347 and shall include, but not be limited to, the following information:

- (1) Project or project location (if applicable)
- (2) Date of order
- (3) Contract and order number
- (4) Description of services to be performed
- (5) Description of deliverables required
- (6) Exact place of delivery
- (7) Period of time in which the services are to be performed
- (8) List of Government furnished documents, material, and the estimated value thereof, if applicable
- (9) Travel (if applicable).
- (10) Standards used for acceptance
- (11) Appropriate COR for delivery

F-9.2. ORDER LIMITATIONS

Ordering limitations are specified in Section G.

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. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> 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.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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[Note to Contracting Officer: Add 52.203-13 if requirement is over \$5 million.]

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)

[Note to Contracting Officer: if contractor personnel on USG property, add clause 52.204-9.]

52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS OTHER THAN COMMERCIAL (NOV 2013)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING 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)

[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 of location is danger zone.]

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

[Note to Contracting Officer: see instructions on whether to also include FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984).]

- 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-MATERIAL AND LABOR HOUR CONTRACT (AUG 2012)
- 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT ENGINEER CONTRACTS (APR 2010)

[Note to Contracting Officers: include clause 52.232-18 if funds are not expected to be available at time of award.]

- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-26 PROMPT PAYMENT FOR FIXED PRICE ARCHITECTURAL AND ENGINEER CONTRACTS (JUL 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.233-1 DISPUTES (JUL 2002), *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)*
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.246-4 INSPECTION OF SERVICES--FIXED PRICE (AUG 1996)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-14 EXCUSABLE DELAY (APR 1984)

I. FAR CLAUSES PROVIDED IN FULL TEXT:

- 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the

Schedule. Such orders may be issued from [date of award] through [base period or option periods if exercised].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(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 [*Note to Contracting Officer: insert figure such as \$500.00 -- may be changed, if needed*], 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 [*Note to Contracting Officer: insert figure such as \$50,000.00 -- may be changed, if needed.*]
 - (2) Any order for a combination of items in excess of \$150,000.
 - (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 _____ * __ *[Note to Contracting Officer: insert months and years]*.

(End of clause)

II. CLAUSES FROM DEPARTMENT OF STATE ACQUISITION (DOSAR) REGULATION

[Note to Contracting Officer: insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

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 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)

652.229-71 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 is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is 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.

(End of clause)

652.243-70 NOTICES (AUG 1999)

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.

[Note to Contracting Officer – See instructions on whether to add DBA clause 652.228-71 Workers' Compensation Insurance (Defense Base Act) - Services (JUNE 2006)]

SECTION H - LIST OF ATTACHMENTS

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

Exhibit A – Model construction solicitation and procedures

Exhibit B -

Exhibit C -

[Note to Contracting Officer: The CO must ensure that the information contained in these Exhibits and Attachments are consistent with other terms and conditions of the solicitation/contract.]

SECTION I - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

I-1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B - Description/Specifications/Work Statement, and the Exhibits attached to this solicitation.

Summary of Instructions

Each quotation must consist of the following physically separate volumes:

[Note to Contracting Officer: The CO should consider requiring two (2) copies of Volume 2 - one (1) copy for markup during review and a clean copy for the contract file.]

<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
1	Executed Standard Form 18	
2	Price Proposal and Completed Section A	

Submit the complete quotation to the address on SF-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.

1. Volume 2 shall contain complete pricing schedules as identified in Section A.
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 in Section B of this request for proposal. A format will be provided.
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.

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.

I-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 this address:

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

PROVISION

TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

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 (AUG 1996)

(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 [***Note to Contracting Officer: designate the official or location where a protest may be served on the Contracting Officer.***]

(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 [*Note to Contracting Officer: insert number of years*] 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 nonresponsible.

SECTION J - EVALUATION CRITERIA

J-1 EVALUATION OF PROPOSALS

The Government will select an Architectural and Engineering Contractor following Section 36.6 of the Federal Acquisition Regulations and Public Law 92-252. The government will evaluate the proposal 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 be continued 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 in accordance with FAR 36.602 (Selection of firms for architect-engineer contracts).

J-2 FIRM FIXED PRICES

The Offeror shall propose firm fixed prices for the rates identified in Section A - Supplies or Service and Prices/Costs. Proposals that do not include firm fixed priced rates cannot be evaluated and will be rejected.

J-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.

[Note to Contracting Officer: insert FAR 52.225-17 in full text if you will be allowing offers to be submitted in more than one currency (U.S. dollars or local currency).]

J-4 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

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

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

J-5 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS

K.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.

(End of provision)

K.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:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	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.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	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)

[Note to Contracting Officer: only include provision 52.204-6 if the estimated amount of your procurement exceeds USD 3,000.]

K.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)

a) *Definition.* “Data Universal Numbering System (DUNS) number”, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541310**.

(2) The small business size standard is **\$7 million dollars**.

(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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 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.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 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.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act—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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 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.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[*Contracting Officer check as appropriate.*]

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes

identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

K.5. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone No.	

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

K.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of [*Note to Contracting Officer: insert country of performance and check the appropriate block below.*] –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

K. 7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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

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

(End of provision)

K.8 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS
(APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

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

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) *Examples.*

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

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

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

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

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)