

CONSTRUCTION INSPECTION SERVICES UNDER \$150,000  
PURCHASE ORDER FORMAT

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

01/30/2014 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 deviation already included in models)

08/26/2013 – Updated VAT, Section A.2.1., Version A

05/22/2013 – Update VAT info, Section A.2.1

05/13/2013 – Update Section L

03/22/2013 – Update FAC 2012-18

02/01/2013 – Update required by FAC 2005-60 thru 63 (52.204-8, 52.225-25)

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

02/22/12 – Updates per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, 52.209-9, and 52.213-4)

12/23/2011 – Update FAC 2005-54 (52.204-08)

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

07/13/2011 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

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; 52.204-8 AND 52.204-9

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 (52.213-4)

007/01/10 – Update FAC 2005-42 (52.244-6)

6/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

03/29/10- No change required by FAC 2005-39; FAC 2005-40 has the following changes:  
(52.244-6)

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

08/27/09 – Changes required by FAC 2005-35 and 36 (52.213-4, 52.244-6)

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

07/21/09 – 652.228-74. Updated DBA rates.

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)

03/10/09 - 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 and 52.244-6)

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

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

06/03/08 – Updated for FAC 23-25 (52.213-4)

05/28/08 – Deleted DOSAR indemnification clause as it was deleted awhile ago; added instructions to include 52.225-19 if danger post.

1/30/08 – No change updated FAC 2005-23; DBA not updated in 652.228-71 and 652.228-74 because fill ins

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

09/20/07 - No update 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 add DOSAR 652.228-70

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

07/11/07 – Changes required by FAC 2005-17 (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 (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)

7/21/06 - Update 652.228-71

1/19/06 – Change required by FAC 2005-8 (FAR 52.213-4 to Jan 2006)

10/27/05 – No change for FAC 2005-6

08/19/2005 – Change for FAC 2005-05 (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 – Created Section L, Reqs and Certs

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

10/07/04 – Updated to cover new DBA

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).

1/29/04 - 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)

## CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- Instructions/Guidance to Contracting Officers for Model Purchase Order for Construction Inspection Services Contract Awarded Outside of the United States under \$150,000
- Simplified Acquisition - This model is written for use as a simplified acquisition. A sample statement of work is attached for this model.
- The cover sheet for the actual purchase order would be the Optional Form 347 or DS Form 2076.
- If the A/E services requirement is estimated to exceed \$150,000, POST MAY NEITHER SOLICIT NOR AWARD a contract for these services without prior approval from A/OPE.
- Pricing: - This model is written as a combination firm-fixed price and time-and-materials type contract. Depending upon the precise services required, the estimated dollar amount, and the complexity/length of the construction contract, it may be possible to issue a contract that is firm-fixed price with no T&M elements. If you believe that a FFP arrangement is possible, feel free to contact your A/OPE Desk Officer for guidance on revising the model to accommodate that contract type.
- Construction Inspection Services - We need to clearly state our construction inspection services requirement, request the A/E to propose how it intends to provide these services in terms of frequency of visits to construction site and A/E disciplines (architect, civil engineer, and so forth ) to be used and then we need to administer the contract so that the USG is not directing every step by the A/E contractor. If we believe we will need to direct this contractor during contract performance, on a regular basis, then we should not be using this model, but rather, an employment mechanism.
- Statement of Work #1 - This sample Statement of Work is for a typical A/E contract for construction inspection services; however, text can be deleted if not required.
- Statement of Work #2 - Post should work with OBO or Facility Manager to develop a Statement of Work for a particular project.
- The Request for Quotation should only be mailed to the firm most technically qualified following the Brooks Act.** That is because this model covers services provided by an A/E firm. The services described in this model are A/E services. The most technically qualified firm will be selected based on technical evaluation of the SF-254 (and the SF-255, if requested by OBO). Do NOT send it to multiple

sources. A. See FAR 36.6 and Chapter 9 of the Overseas Contracting and Simplified Acquisition Guidebook for detailed guidance on how to conduct an A/E services procurement.

- This model may only be used when the estimated dollar amount of these construction inspection services does not exceed \$150,000.
- This model may not be used if any classified drawings or specifications form part of the construction contract.
- This model may not be used to support a NOB construction project.

IMPORTANT - Do's and Don'ts for the A/E construction inspection services contractor:

- Please note that the Contractor (A/E) cannot provide oversight or supervision of the construction effort. The general contractor (for construction) provides its own supervision.
- The US Government needs to provide a USG employee to perform acceptance, COR liaison work, approval of progress payments/invoices/schedules under the construction contract, because those type of duties are inherently governmental in nature (FAR 7.5).
- The A/E providing the construction inspection services may provide review services and this type of service should normally be performed off-site, meaning at the A/E contractor's offices. The A/E then provides written comments to the COR, who reviews those comments, revises as appropriate, then interacts with the construction contractor.
- In like manner, the results of other quality inspection services performed at the construction site must be shared with the COR, not the construction contractor.
- Please note that the A/E contractor is in an advisory capacity only and should not interact directly with the construction contractor at any time.
- 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](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 H.
- 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 Contracting Officer 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.
- 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 H
    - 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).

Also add the following clauses/provisions:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section H. Incorporated by reference.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section H. 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 L COMPLETED - American Business Sources

- For Section K inserts which follow, you have deleted all instructions such as “[*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*]”
- All Section L tick marks such as this one “[ ]” have been appropriately ticked
- 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 L and number as the next sequential number in the L series.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

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

(2) The small business size standard is **\$7 million dollars (541310) and 541330 (\$14 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 is, or 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)

(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](http://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

SAMPLE LETTER TO PROSPECTIVE OFFEROR

*[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 project scope, location of site]*.

Your quotation 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

Use SF-18 for solicitation

## SECTION A - PRICING

### A.1.0 GENERAL

The Contractor shall perform construction inspection services for a U.S. Government construction project at the American Embassy, [**Note to Contracting Officer: fill in name of Embassy/Consulate**]. This is (1) a Firm, Fixed-Price contract type for submittals reviews, identified in Exhibit A and (2) a Time-and-Materials contract with fixed, fully loaded hourly rates for all other effort, using the labor categories set forth below. The hourly rates stated in the contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

**[Note to Contracting Officer: include the following, if applicable]**

Reimbursement of certain reimbursable expenses in addition to the fixed-price is allowed. See A.2.2 and G.4.

### A.2.0 PRICING

#### A.2.1 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.

#### A.2.2 Labor-Hour Rates

All work performed under this contract, with the exception of Submittals reviews, shall be invoiced and paid on a Time-and-Materials basis. The following labor hour rates, set forth in [**Note to Contracting Officer: insert the currency to be used, and add it also to the table below in the appropriate columns**], shall apply.

The hourly rates are fully loaded rates, including:

- all direct and indirect labor costs (including, but not limited to any premiums relating to overtime and holidays), except for separately priced Review of Submittals;
- all direct and indirect material costs (except for separately priced Review of Submittals);
- insurance;
- all overhead and indirect costs, including general and administrative expenses (G&A); and
- profit.

***[Note to Contracting Officer: Revise labor categories as advised by the OBO Project Director or COR requesting this contract. You must fill in the estimated number of hours which are given to you by the OBO Project Director or COR. The A/E firm will fill in the Hourly Rate and Total Estimated Amount as part of its quotation.]***

Labor Hour Rates for All Services other than Review of Submittals

<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Total Estimated Amount</b>
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			

Total Not to Exceed Amount: \_\_\_\_\_

The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

A.2.3 Reimbursable Expenses

The clause at G.4 identifies the types of expenses that will be reimbursable, if otherwise allowable, allocable and reasonable. The Government will only pay the price as documented on the receipt. No overhead or profit will be added to these reimbursable costs.

*[Note to Contracting Officer: insert estimated amount below]*

The total reimbursable expenses shall not exceed: \_\_\_\_\_

A.2.4 Firm, Fixed-Price for Review of Submittals Identified in Exhibit A

*[Note to Contracting Officer: If you plan to price the review of each submittal separately, structure this portion of the pricing as set forth in Option A below. If you plan to have one price for review of all submittals, meaning the Contractor will not be paid for this service until all submittals reviews are completed, then use Option B. Option B should only be used if the time period for review of all submittals is relatively short (no more than two or three months), since the Contractor will not receive payment under Option B, until he successfully completes all submittals reviews.]*

OPTION A

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Submittal 1	Lot	1		
Submittal 2	Lot	1		
Total Firm-Fixed Price:				

OPTION B

Firm-Fixed Price for Review of All Submittals Listed in Exhibit A: \_\_\_\_\_

A.3.0 COST SUMMARY

Estimated Labor (A.2.2):	
Estimated Reimbursables (A.2.3):	
Submittals Review (firm-fixed price):	
Value Added Tax:	
Total Not to Exceed Amount:	

*[Note to Contracting Officer: add a line for Value Added Tax, if applicable]*

## SECTION B - STATEMENT OF WORK

### A&E CONSTRUCTION INSPECTION SERVICES

**[*Note to Contracting Officer: identify project & Post*] PROJECT**

#### B.1.0 GENERAL

##### B.1.1 Definitions

- *A/E of Record* means A/E who designed the construction drawings and specifications
- *Government* ( U.S. Government )
- *Day* means calendar day unless otherwise specifically indicated
- *FAR* means Federal Acquisition Regulation
- *Contracting Officer Representative (COR)* means a person appointed by the Contracting Officer who is authorized to perform the duties outlined in this contract.
- *Contractor* means the A/E performing this contract
- *Construction contractor* means the general construction contractor performing the construction contract

##### B.1.2 Scope of Work

This scope of work covers construction inspection support services on an as-needed basis to [***Note to Contracting Officer: identify post***], related to the administration of the construction contract for the [***Note to Contracting Officer: identify project***]. The Contracting Officer's Representative (COR) for this construction inspection services contract will be the [***Note to Contracting Officer: identify position of COR, i.e. Facility Maintenance Officer or OBO Project Director; do not fill in a person's name***]. The construction inspection services contractor shall provide support services for the following categories (see succeeding paragraphs for more details for each category listed below):

- Review of construction submittals initiated by the Contractor as outlined in Exhibit A.
- Answering Requests for Information (RFI's) initiated by the construction contractor and/or the COR.
- Site visits as required to review construction issues, samples and mock-ups or to provide other construction related services.
- Inspection Activities
- Other Miscellaneous Directly-Related Services, including daily weather reports

## B.2.0 SUBMITTALS

### B.2.1 Services

***[Note to Contracting Officer: each submittal listed below, must be listed in Exhibit A]***

Services shall include:

- The technical review and handling of construction contractor-prepared submittals, as listed in Exhibit A, for conformance with the final approved construction documents and RFI's. The term "submittals" includes shop drawings, product data, materials, equipment, samples, wiring diagrams, factory test data, mockups, test reports and inspection reports for conformance with the approved contract documents. The Contractor shall provide a recommendation in writing, to approve or reject, for each submittal reviewed. The Contractor shall provide this recommendation to the COR and at the same time, return the submittal with any necessary comments.
- As part of the submittals review, the Contractor provide to the COR recommendations regarding whether the submittals indicate that all facilities will be constructed by the construction contractor with materials, finishes, fixtures, fixtures, equipment, and systems that provide operational dependability. The Contractor shall provide recommendations to the COR to assist the COR in assuring that these facilities are easy to maintain or replaced with those most readily available supplies and services subject to procurement practices of the Federal Acquisition Regulations. Emphasis must be placed on the uniformity of parts and components to maximize interchangeability.
- Review the construction schedule and any revisions provided by the COR to the Contractor. Also review quality control/quality assurance plan. The Contractor shall not accept any documentation directly from the construction contractor. Recommend to the COR viable alternatives if the construction contractor's performance falls behind the approved schedule.
- Evaluate the construction contractor's proposed testing laboratories and test procedures and providing recommendations to the COR for approval.

### B.2.2 Ordering

All submittals will be reviewed by the COR for sufficiency of content only, before forwarding to the Contractor. The COR will then forward the submittals to the Contractor, following the procedures outlined in B.2.3 below.

### B.2.3 Delivery Method

The COR will send the submittals to the Contractor via [*Note to Contracting Officer: identify delivery terms*] unless otherwise restricted by size, weight, or time limitation. The COR will include a transmittal letter with each submittal. Unless otherwise directed, the Contractor shall return submittals to the COR by commercial delivery service or hand-delivered.

#### B.2.4 Review Period

Time is of the essence. Therefore, unless otherwise directed in writing, the Contractor review shall be completed and the submittals returned to the COR within seven (7) calendar days from the date of receipt by the Contractor. If additional review of a submittal is required because the Contractor did not perform acceptably initially, the Contractor shall complete the second review within the time specified by the COR at the time that submittal is returned by the COR to the Contractor.

#### B.2.5 Payment

*[Note to Contracting Officer: Use Option A if each submittal review is separately priced. Use Option B if payment will be made as one lump sum payment after all submittals are reviewed.]*

##### OPTION A

The Government shall make payment in accordance with A.2.3, for each item reviewed at the Contractor facility.

##### OPTION B

The Government shall make payment in accordance with A.2.3, after completion of review of all submittals listed in Exhibit A.

#### B.3.0 LABOR-HOUR SERVICES

##### B.3.1 REQUESTS FOR INFORMATION (RFI)

Services shall include:

- Review and processing of Requests For Information (RFI's). These are not the resolution of errors and omissions associated with the contract drawings and specifications, but may include request for substitutions, clarifications, etc. RFI's may include schematics, descriptive literature, performance and test data, and similar material furnished by the construction contractor.
- Preparation of sketches and drawings that may be necessary to clarify portions of the work. COR will coordinate the review of these sketches and drawings with the A/E of record.

Review Period: Time is of the essence. Therefore, unless otherwise directed, the Contractor shall complete the review of RFI's not later than [*Note to Contracting Officer: fill in number of days allowed; get this data from the COR*]calendar days after receipt of the item to be reviewed.

### B.3.2 SITE VISITS

Services shall include site visits to the construction sites. These on-site visits may include submittal and sample reviews or other construction-related services. The Contractor shall provide a site visit report to the COR by the next regular business day after the conclusion of each visit. Each report shall be delivered to the address listed in E.2.0. See also paragraph below, that includes certain activities which require on-site services relating to inspection.

### B.3.3. INSPECTION ACTIVITIES

#### B.3.3.1 General

Services shall include site visits to the construction sites, though some of the work may be performed off-site, as noted below. Each report/all documentation shall be delivered to the address listed in E.2.0.

#### B.3.3.2 Contractor Liability

The Contractor shall not interact with the construction contractor or the A/E of record. The Contractor shall limit all interaction regarding services provided under this contract, to interaction with the Contracting Officer, COR, or designee. The Contractor shall ensure that it does not represent itself as an agent of the Government. Furthermore, the Contractor shall take all precautions to ensure that its actions do not result in the construction contractor or the A/E of record taking their own action. Should the construction contractor or A/E of record later claim that they took action based on something the Contractor did or communicated, the Contractor will be liable for any increased costs or delays incurred by the construction contractor or A/E of record.

#### B.3.3.3 These on-site visits may include the following:

- Inspection of construction activities to ascertain that the work is performed according to sound engineering principles and practices and meets all applicable standards. Each day this type of service is provided, the Contractor shall submit a written report to the COR by close of business (COB) the next regular business day. The format to be followed is set forth in Exhibit B.

- Documentation and description of differing site conditions, dates of discovery, potential impact on the project schedule and costs. This documentation shall be part of the inspection report, as the situation requires.
- Review of surveys, alignments, and elevations during construction to assure conformance with the drawings and specifications.
- Review of construction contractor compliance with the quality level expected for the project. Before any review, the Contractor shall develop procedures for analyzing the quality of work performed. The Contractor shall develop these procedures at the Contractor's facility and submit them within [*Note to Contracting Officer: insert time by which these procedures need to be developed and submitted to the COR.*] calendar days of contract award.
- Review of the adequacy and acceptability of the engineering aspects of the construction work through field inspections, review of construction reports, and meeting with COR.
- Verification that testing and inspection of the construction contractor's work are accomplished consistent with industry quality standards.
- Review of safety standards at the site. Perform weekly safety inspections with the Post Safety Officer and COR. The COR has the authority to direct the construction contractor to correct safety violations.

#### B.3.4 Miscellaneous Directly-Related Services

Services shall include miscellaneous related services most of which are to be provided on an as-needed basis. One service that must be provided throughout the term of this contract are accurate daily weather reports, to be provided weekly.

The Contractor shall provide the following miscellaneous related on an as-needed basis.

- Review the construction contractor's progress payments submittals for accuracy and acceptability. Following receipt of the construction contractor's request for payment from the COR, and on the basis of an inspection of the work, the Contractor shall perform a review of the progress payment and make a written recommendation to the COR as to the amount which is then due. If the Contractor recommends less than the full amount, the Contractor shall provide the reasons for the lesser payment.
- Inspection and verification that all material and equipment delivered on site and used for the project meet the contract requirements.

- Provide a statement of work and cost estimate to the COR if modifications or changes are required to the construction contract. Review of the construction contractor's proposals and provide written comments to the COR as to their accuracy and advisability. The Contractor shall evaluate and recommend the cost of alternative proposals and substitutions.
- Provide assistance to the COR in preparation of a punch list and verification of punch list items being corrected, and recommend issuance of the substantial completion and final completion certificates for the construction.
- Establish the methods and procedures to minimize the potential for claims and or the impact of claims against the U.S. Government with minimal disruption to the ongoing construction efforts. The Contractor shall immediately inform the COR of any occurrence whereby the U.S. Government may be found liable for the possible claims by the action or inaction of the construction contractor or the USG.
- Provide back up information and assist the COR in a background role, to resolve any potential claim, or dispute by the construction contractor.

#### B.3.5 Ordering

The COR will order the services in B.3. in writing. The Government will not pay for work performed by the Contractor if the work was not ordered in writing by the COR. The order will include the list of documents to be reviewed or other work activities required on that visit and a proposed time period for the visit. The Contractor proposed dates for the visit must be approved by the COR prior to the visit.

The Contractor shall follow the schedule of inspection as defined in B.3.3. above and set forth as Exhibit C. The COR will order any additional visits in writing. The order will detail the services to be provided or other work activities required on that visit and a proposed time period for the visit. The Contractor-proposed dates for the visit must be approved by the COR prior to the visit.

#### B.3.6. Payment

The Contractor will be paid at the established (fully burdened) hourly rates identified in A.2.1. for all RFI's, on site inspections and report preparation associated with the contract drawings or specifications.

Invoicing shall be based on the actual time expended by individuals at the hourly rates specified in A.2.1. The Contractor shall submit certified time cards with each invoice. Facsimile and international telephone calls shall be listed as reimbursable expenses as described below in G.4.0.

#### B.4.0 REPORTS

##### B.4.1 Format

Except for the reports whose format is set forth in Exhibit B, all other reports shall be prepared in a consistent format agreed upon with the COR.

##### B.4.2 Required Reports

***[Note to Contracting Officer: include a list, using the requirements listed in the preceding paragraphs, of all required reports. A partial list would include the following. Due dates need to be included for each report and may be expressed as “XX calendar days after receipt by the Contractor” or “XX calendar days after the site visit”, for example.]***

- An accurate daily record of weather conditions
- Submittal reviews
- RFIs
- Construction meetings with COR.
- Reports of inspections
- A log of site correspondence

##### B.4.3 Address

All reports shall be delivered to the address and individual listed in E.2.0.

#### B.5. CONTRACTING OFFICER’S REPRESENTATIVE

The Contractor shall direct all communication regarding this contract, to the COR or the Contracting Officer. Communication from other Government representatives, the construction contractor, subcontractor and supplies is prohibited. Actions taken by the Contractor as a result of direction from other than the COR or the Contracting Officer are at his own risk. The Government will not pay for work performed by the Contractor if the work was not ordered in writing by the COR, or the Contracting Officer. The Contractor shall not directly communicate with the construction contractor’s representative. See also F.1.0.

#### B.6. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Contractor shall carefully review and coordinate submittals with drawings and specifications, and other project documents. The Contractor shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data. The letter of transmittal, outlining Contractor recommendations, shall certify that all documents have been reviewed and coordinated. 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".

## SECTION C - PACKAGING AND MARKING

### C.1 PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

*[Note to Contracting Officer: revise the following clause as necessary.]*

### C.2 PREPARATION OF DELIVERABLE ITEMS

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

### C.3 SHIPPING

The Contractor shall ship drawing sets in rolls of *[Note to Contracting Officer: identify diameter]*.

## SECTION D - INSPECTION AND ACCEPTANCE

### D.1. INSPECTION

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

***[The offeror shall complete the blanks in the paragraph below.]***

The Contractor's key individual responsible for quality of design/review of submittals is \_\_\_\_\_. The Contractor's key individual responsible for quality of documentation is \_\_\_\_\_. If a key individual (see D.3 below) needs to be replaced during performance of this contract the Contractor shall submit a resume for a replacement to the COR for approval.

### D.2. ACCEPTANCE

The COR shall accept deliverable items. Acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility of his work, including any design work.

## SECTION E - DELIVERIES OR PERFORMANCE

### E.1. PERIOD OF PERFORMANCE

The Contractor shall provide the construction inspection services outlined in Section B commencing [*Note to Contracting Officer: insert start date*] and concluding at the end of the construction project, currently scheduled for [*Note to Contracting Officer: insert required completion date of construction contract*].

### E.2. DELIVERABLES

The Contractor shall submit all deliverables to the COR at the following address:  
[*Note to Contracting Officer: identify address*]

## SECTION F - CONTRACT ADMINISTRATION

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

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

(b) The COR for this contract is [*Note to Contracting Officer: insert job title of COR*].

#### F.1.1. Duties

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

### F.2.0. INVOICING AND PAYING INSTRUCTIONS

#### F.2.1 Invoicing

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

(1) For *Submittal Reviews*, the line item submittal review provided, list the date completed, and fixed price.

(2) For preparation of responses to *Requests for Information (RFI's)*, list the completion date, the individual's time spent and the time card provided to substantiate costs incurred, in accordance with the rates in A.2.1.

(3) For *Site Visits*, list the name, the dates of the visit, and the established hourly rate specified in A.2.1 for each individual whose time is being invoiced.

(4) For *Inspection Activities*, list the name of individual(s), the dates and times of the visit, and the established hourly rate specified in A.2.1 for each individual whose time is being invoiced.

(5) For *Other Directly Related Services*, list the description of each task completed, the completion date, individual's time spent and time card to substantiate costs, and price based on rates specified in A.2.1 for each individual whose time is being invoiced.

(6) For *Reimbursable Expenses*, list expenses and provide sufficient documentation (i.e., bills, receipts, etc.) to substantiate costs incurred.

(b) Payment

The Contractor will be paid in full for:

(1) The line item price listed in Appendix A for the submittals reviewed at the Contractor office accepted and invoiced.

(2) For preparation of responses to Requests for Information (RFI's), accepted and invoiced.

(3) Each site visit at the established hourly rate per person, for each visit completed and invoiced.

(4) For inspection services at the established hourly rate per person, for each visit completed and invoiced.

(5) For performing Additional Services, accepted and invoiced.

(6) Allowable reimbursable expenses substantiated by documentation.

F.2.2. Final Invoice

The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and

include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, contact the designated billing office.

#### F.2.3. Monthly Progress Payments

Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Exhibit A shall be made in accordance with FAR 52.232-1, "Payments". For reimbursable expenses listed in Section G.2.0, payment shall be made after an acceptable invoice has been submitted by the Contractor.

#### F.2.4. Designated Billing Office

The Contractor shall mail invoices to:

***[Note to Contracting Officer: insert the address of the office to which invoices should be sent. Use the FMO's address for Prompt Payment Act purposes. The FMO will receive the invoices, log them in, and forward to the COR for review and approval.]***

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

## SECTION G - SPECIAL TERMS AND CONDITIONS

### G.1.0. SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into any deliverables submitted under this contract.

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

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

#### WARNING

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

U.S. EMBASSY [*Note to Contracting Officer: insert appropriate address*]

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

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

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

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

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

## G.2. STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of competency, conduct, cleanliness, appearance and integrity. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves and the United States Government.

## G.3.0. REIMBURSABLE EXPENSES

Reimbursements for Construction Inspection Services. Reimbursable Expenses shall not include overhead, G&A, or profit and are limited to the types of expenses set forth in G.3.1:

***[Note to Contracting Officer: revise the following as necessary]***

### G.3.1 List of Types of Reimbursable Expenses

- *International Telephone Calls.* The Contractor shall be reimbursed for all necessary and substantiated international telephone expenses including facsimile transmission, associated with performance of this contract. These costs shall be limited to communication between the A&E and the OBO Project Director. Cost of domestic telephone charges shall be included in the loaded hourly rates.
- *Local Travel Expenses.* Local travel expenses shall not be considered reimbursable expenses. However, if the Contractor's employee is requested by the Contracting Officer or COR to undertake travel of more than ***[Note to Contracting Officer: insert number of miles or kilometers. The number should not be less than 60 miles or 100 kilometers.]*** roundtrip from the construction site, the Contractor will be reimbursed for allowable travel costs, including but not limited to mileage at ***[Note to Contracting Officer: insert current mileage rate for reimbursement purposes]***, transportation by common carrier, and per diem.

### G.3.2 Ceiling on Reimbursables

The total amount estimated for reimbursable expenses under this contract is set forth in A.2.2. The Contractor shall not exceed this amount unless the Contracting Officer increases that amount through contract modification.

## G.4.0. ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Contractor nor any of its employees, affiliates, or related entities may participate in any way in the construction contract identified in B.1.0. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction contract, to any party other than the U.S. Government.

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

#### G.5.0. RELEASE OF INFORMATION

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

#### G.6.0. NOTIFICATION OF CHANGES

G.6.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "52.243-1 Changes - Fixed Price (AUG 1987) Alternate III (APR 1984)."

G.6.2. Definitions. "*Contracting Officer*," as used in this clause, does not include representatives of the Contracting Officer.

G.6.3. Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –
  - What contract line items have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

- To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

G.6.4. Continued Performance. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.6.5. Government Response. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

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

G.6.6. Equitable Adjustments

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

- (1) In the contract price or delivery schedule or both; and
- (2) Any other term of the contract affected.

G.6.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

#### G.7.0 PERSONNEL SECURITY

After award of the purchase order, the Contractor has five (5) calendar days to submit to the COR a list of personnel assigned to this project who will require access to the construction site, for the Government to conduct all necessary security checks. Information necessary to process clearance of personnel: Full name, ID#, Date of Birth, Place of Birth, Nationality and a recent photograph.

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, they will be given access to the site. Access to the site may be revoked at any time due to falsification of data or misconduct on site.

***[Note to Contracting Officer: Include the following clause if VAT will apply to this contract:]***

G.8 ***[Note to Contracting Officer: select number]***The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## SECTION H- CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: <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 Federal Acquisition Regulation (FAR) clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
<b>[Note to Contracting Officer: add clause 52.204-9 if contractor personnel on USG property.]</b>	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013 )
<b>[Note to Contracting Officer: add clause 52.209-6 if order exceeds \$30,000]</b>	
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (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 (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-17	RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

**[Note to Contracting Officer – see instructions on whether to also include 52.228-3.]**

- 52.228-4 WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)  
**[Note to Contracting Officer: clause 52.232-1 for services billed under A.2.3.]**
- 52.232-1 PAYMENTS (APR 1984)  
**[Note to Contracting Officer: for all services and reimbursables billed under A.2.1 and A.2.2.]**
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JUL 2013)
- 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 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)*  
**[Note to Contracting Officer: use 52.243-3 for time-and-material services.]**
- 52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEP 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)  
**[Note to Contracting Officer: use 52.246-6 for time-and-materials services.]**
- 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) *Alternate I (APR 1984)*
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

**[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 if location is danger zone.]**

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

<u>DOSAR</u>	<u>TITLE AND DATE</u>
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70	NOTICES (AUG 1999)

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

***[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)

***[Note to Contracting Officer – See instructions on whether to add DBA clause 652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services.]***

SECTION I - LIST OF ATTACHMENTS AND EXHIBITS

***[Note to Contracting Officer: provide Attachments/Exhibits as needed.]***

EXHIBIT A – Listing of Construction Submittals to be Reviewed (see B.2.0)

EXHIBIT B – Format for Inspection Reports (see B.3.0)

EXHIBIT C – Contractor Proposed On-Site Schedule (see B.3.5)

EXHIBIT A  
LISTING OF CONSTRUCTION SUBMITTALS TO BE REVIEWED

*[Note to Contracting Officer: Request the PD to take the submittal list from the 100% construction documents and attach this list as Exhibit A.]*

EXHIBIT B  
FORMAT FOR INSPECTION REPORTS

*[Note to Contracting Officer: the COR needs to provide you with a sample format or written instructions describing how the report shall be prepared. Or, you can choose to have the offeror submit a suggested format as part of his proposal and then that format can be inserted here at time of contract award. If the COR wants the offeror to propose the format, you need to clearly set that requirement forth in J.1.0.]*

## SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

### J.1.0. SUBMISSION OF QUOTATIONS

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

Summary of Instructions - Each quotation must consist of the following:

Volume	Title	No. of Copies*
1	Executed Standard Form 18	
2	Price Proposal	
3	Technical Proposal	

*\*[Note to Contracting Officer: insert appropriate number of copies.]*

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

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

Volume 1 shall contain:

1. Complete pricing schedules as identified in Section A. This shall include providing loaded hourly rates for each professional category of each required discipline, inclusive of all labor costs, overhead, G&A, and profit. Submit the same information for any proposed subcontractors. It shall also include firm-fixed prices for each submittal listed in Section A, broken down to reflect labor rates, overhead, G&A and profit.
2. A copy of the firm's financial statement.
3. A copy of liability insurance policy covering errors and omissions.

Volume 2 shall contain:

1. List of individuals proposed to perform the services as separately priced in A.2.1 and their resumes.
2. Proposed schedule for providing the inspection services outlined in B.3.3. This schedule, if accepted by the Government, will become Exhibit C.

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

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

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

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (SAM) (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time-and Materials contract with some Firm-Fixed Price contract line items, resulting from this solicitation.

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.

#### J.4.0. FINANCIAL STATEMENT

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

*Income (profit-loss) Statement* that shows profitability for the past [***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 quoter's financial responsibility and ability to perform under the contract. Failure of an quoter to comply with a request for this information may cause the Government to determine the quoter to be nonresponsible.

## SECTION K - EVALUATION CRITERIA

### K.1.0. EVALUATION PROCESS

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

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

### K.2.0. 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.

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

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past \_\_\_\_\_ [*Note to CO: insert number of years*] years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in \_\_\_\_\_ [*Note to CO: insert the country where the services shall be performed*] then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. [*Note to CO: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.*]
4. The offeror's strategic plan for \_\_\_\_\_ [*Note to CO: Insert the services which shall be performed*] services to include but not limited to:
- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

L.1 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

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

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

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

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

(2) The small business size standard is **\$7 million dollars (541310) and \$14 million dollars (541330)**.

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

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

(2) If the provision at 52.204-7 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
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

### L.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

As prescribed at 9.104-7(b), insert the following provision:

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” 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).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### L.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**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 Number: \_\_\_\_\_

**[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>.]**

**L.5. 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)