

U.S. Embassy Mbabane  
Corner of MR 103 & Cultural Drive  
P.O. Box D202  
The Gables, H106 – Swaziland

July 20, 2020

Dear Prospective Quoter:

SUBJECT: **RFP – PEPFAR Office Re-Design**

The Embassy of the United States of America invites you for provision of professional architectural/engineering services. The details of the project are captured in the 'A/E Scope of Service' below.

A site visit would be held this Thursday (July 23, 2020) at 14:00 hours at the Embassy compound. **PLEASE BE ON TIME**. Please share list of not more than two team members who will attend, copies of their ID documents, your company name & phone number, not later than 17:00 hours this Wednesday (July 22, 2020).

***NB: Each participant must bring a face mask to be worn onsite at all times. All participants will be required to maintain social distancing of at least 2 meters for the entire duration of the site visit. Also, at project execution stage, the awarded contractor will be required to comply with all Covid19 related measures / requirements.***

Quotations must be submitted on or before Friday (August 7, 2020) at 16:00hours. Technical and financial information must be in separate envelopes or files. The quotation package can either be dropped off at the Embassy main gate or emailed as a PDF document to the Contracting Officer at Mbabaneprocurement@state.gov. The envelope must be addressed as follows.

Contracting Officer  
US Embassy Mbabane  
P.O. Box D202  
The Gables, H106  
Kingdom of Eswatini  
Project: PEPFAR Office Re-Design

Direct any questions regarding this request for quotations to the Contracting Officer at Mbabaneprocurement@state.gov

Sincerely,  
Contracting Officer

## A/E SCOPE OF SERVICES

### PART 1 GENERAL

#### 1.1 GENERAL REQUIREMENTS:

The Architect/Engineer A/E shall perform all professional architectural/engineering services required for the investigation and further development design of NEC Mbabane 4<sup>th</sup> Floor Office Rehab. The services shall include but not be limited to design, analysis, site investigation, report findings and recommendations, environmental consultation and documentation, engineering calculations, cost estimating and preparation of working drawings and specifications. The services shall be performed in three tasks; TASK 1, FURTHER DEVELOPMENT OF CURRENT DESIGN SUBMITTAL (60%); TASK 2, PRELIMINARY DESIGN SUBMITTAL (90%); and TASK 3, DESIGN COMPLETION & BIDDING – CORRECTED FINAL DESIGN SUBMITTAL (100%) shall require final construction documents for the solicitation of bids.

In order to accomplish this intent, the A/E shall provide 100% drawings and specifications, complete cost estimate and supporting design analysis based on the requirements set forth in this scope of work. It is intended this level of detail will allow the construction contract bidder to submit a complete bid, covering the complete scope of work. Any documents provided by Overseas Building Operations (OBO) and the Embassy to the A/E are intended as guidance and not to be interpreted as the only solution.

1.2 DESIGN OBJECTIVES: The design work should satisfy the following major objectives:

REMOVE WALL BETWEEN STORAGE ROOM, FILE ROOM AND WORK ROOM;  
CONVERT SPACE INTO OFFICE SPACE. ADDITIONAL ELECTRICAL OUTLETS MAYBE  
REQUIRED ACCORDING TO CUSTOMER REQUEST.

#### **4<sup>TH</sup> Floor Office Rehab Mbabane:**

- 1) Provide Cover sheet
- 2) Provide entire floor bldg. plan indicating location of affected area
- 3) Provide existing floor plan with partition type and demolition info
- 4) Provide proposed floor plan with dimensional info
- 5) Provide proposed floor plan with furniture and equipment
- 6) Provide proposed reflected ceiling plan with ceiling material, ceiling height, light fixtures, HVAC diffuser/returns, fire sprinklers, fire alarm devices, exit signs.
- 7) Provide door /door frame schedule with size/material and hardware
- 8) Provide interior window schedule
- 9) Provide finish schedule
- 10) Provide mechanical demo/proposed, HVAC plan with tie-in location with existing
- 11) Provide electrical demo/proposed power/data plan for drops

12) Provide electrical lighting plan

### 1.3 DESIGN POLICY AND CRITERIA:

All architectural and engineering design work shall conform to the more stringent requirements of the following attached codes and standards. Suggestions that will improve the operational functions, enhance appearance, and prove to be more economical and advantageous shall be made upon completion of TASK 1, CONCEPTUAL DESIGN SUBMITTAL (60%) with the initial site inspection.

1.3.1 PROJECT CRITERIA: The project design shall conform to the following criteria:

Applicable Standards:

- a. *International Building Code (ICBO).***
- b. *International Plumbing Code (ICBO).***
- c. *International Mechanical Code (ICBO).***
- d. *Mechanical Systems - ASHRAE and SMACNA Standards.***
- e. *National Fire Protection Association (NFPA 101) Life Safety Code.***
- f. *National Electric Code, NFPA No. 70.***
- g. *Uniform Federal Accessibility Standards (USAF)***
- h. *Americans with Disabilities Act Accessibility Guidelines (ADAAG)***

BACKGROUND: MBABANE PEPFAR OFFICE REQUIRES ADDITIONAL OFFICE SPACE FOR INCOMING PERSONNEL. CURRENT OFFICE SPACE IS NOT ADEQUATE TO ACCOMMODATE ADDITIONAL PERSONNEL . THERE ARE CURRENTLY TWO AGENCIES UNDER PEPFAR, CDC AND USAID. THE OFFICE SPACE IS LOCATED ON THE FOURTH FLOOR IN THE CHANCERY BUILDING. POST IS PROPOSING DEMOLISHING ONE WALL IN TWO STORAGE ROOMS FOR ADDITIONAL PERSONNEL AND WORK STATION DESKS. STORAGE ROOMS WILL REQUIRE UPGRADE TO THE EXISTING ELECTRICAL, COMPUTER, AND TELECOM SYSTEM.

### 1.4 LOCATION:

***US Embassy  
Corner of MR103 and Cultural Center Drive  
P.O. Box D202, The Gables, H106, Ezulwini, Eswatini***

1.5 COST AND SCOPE LIMITATIONS: The intent of this A/E Services Contract is to design completely functional and operational office space within the identified scope and cost limitations. The Embassy will provide available construction drawings and

specifications/reports for the existing facility. The A/E will consider all design options and criteria reductions that may be necessary in those instances where possible cost overruns may be experienced. This information will be included in the design analysis to be conducted during TASK 1, CONCEPTUAL DESIGN SUBMITTAL (60%).

- 1.6 PROJECT COMPLETION DATE: Final biddable and constructible construction documents shall be submitted to the Embassy in accordance with the timetable of deliverables below.

## PART 2 SCOPE OF SERVICES

### 2.1 FACILITY INSPECTION/DESIGN PHASE:

#### 2.1.1 INSPECTION SURVEY AND ANALYSIS:

Conduct site investigation to verify project requirements, estimated construction costs, and existing condition of the structure(s), site and utilities. Additionally, perform specific survey and analysis as indicated herein.

2.1.1.1 Site Visit: Visit the site and inspect as required to field verify the condition of the various structures, validate project scope, and to provide a preliminary construction estimate for all required work herein. This means the A/E shall investigate and validate each and every work item need as listed in this scope. Visually inspect the facilities to determine the real problem(s) and assess from a professional architect/engineer perspective of the situation. Determine the appropriate solution or solutions to effectively and economically resolve and restore the components back to normal operating condition without additional follow-up work. Discuss with the customer to ensure no other information useful for the assessment is missing. Identify opportunities to minimize the costs of the building and site; visual impact of the building. Provide written recommendations to OBO and the Embassy of any required additional work, or changes to the present scope through better alternatives.

2.1.1.2 Field Measurements and Existing Building/Site Construction: The A/E shall be required to make his own field investigations to verify dimensions, building construction type and other information (Building utility entrances, drainage, adjacent topography, etc) shown on OBO and Embassy furnished reference drawings and documents.

2.1.1.3 As-Built Documents (available from OBO and Embassy): Gather as-built construction documents available at site as necessary for additional information that may be pertinent and useful in the development of submissions.

## 2.2 TASK 1, DESIGN SUBMITTAL (60%):

The A/E shall conduct a field investigation with the purpose of further developing a Design Submittal (60%) site and utility layout, floor plans, elevations, details, and cost estimates for review and approval by the Embassy and OBO. The submittal shall clearly illustrate the recommended design to meet code requirements, OBO and local jurisdictions requirements that have authority. The design shall be developed to the 60% level of design and shall include all catalogue cuts and all information necessary to review the plans with specifications, construction scheduling/phasing and budget cost estimate established for the project.

## 2.3 TASK 2, PRELIMINARY DESIGN SUBMITTAL (90%):

The final design submittal will be a development of the preliminary design completed under TASK 1, CONCEPTUAL DESIGN SUBMITTAL to a 100% design package level, including integration of the Government review comments resulting from previous review along with a refined cost estimate and anticipated construction schedule. This submittal shall be reviewed by the Government and review comments provided to the A/E.

## 2.4 TASK 3, DESIGN COMPLETION & BIDDING – CORRECTED FINAL DESIGN SUBMITTAL (100%):

The completed (100%) final design will include the PRELIMINARY DESIGN SUBMITTAL (90%) design documents with all previous review comments incorporated.

The success of the final construction depends on not only correct design and details, but also the strict adherence of the installer to details. For reinforcement of this critical element, the A/E shall indicate all details on the drawings, rather than utilizing reference to details in standard manuals.

## 2.5 PROFESSIONAL CONSULTATION:

In addition to the services required by any other contract provisions, twelve hours of general engineering services and consultation are to be provided when and as required by Contracting Officer or his duly authorized representative during the course of the project execution. This requirement does not include short term telephone requests for interpretation of plans and specifications which can be furnished at once without a detailed study nor to corrections of omissions or errors or conflicts in plans and specifications which shall be considered A/E mistakes and correctable at his expense.

2.6 DESIGN SUBMITTALS: The A/E shall make the following submissions as a minimum:

2.6.1 TASK 1, DESIGN SUBMITTAL (60%) (Original, and 4 copies):

- a. Report detailing recommended method of repairs and alternative recommendations to the project scope. The design report shall include photographs, sketches and drawings descriptive of the scope.
- b. Plans, elevations, sections and details as required that indicates a work scheme. Include Demolition drawings indicating the extent of material and equipment to be removed.
- c. Any required permit applications
- d. Estimated cost of work.
- e. Outline Specifications.
- f. Preliminary Construction Phasing.
- g. Electronic CADD work and specifications on CD-Disk. Label disk "TASK 1, CONCEPTUAL DESIGN SUBMITTAL (60%)".

2.6.2 TASK 2, PRELIMINARY DESIGN SUBMITTAL (90%) (Original, and 4 copies):

- a. Floor plans (demolition and proposed), elevations, sections and details as required to show work scheme.
- b. Preliminary cost estimate.
- c. Preliminary Specifications.
- d. Preliminary Construction Phasing.
- e. Electronic CADD work and specifications on CD-Disk. Label disk "TASK 2, PRELIMINARY DESIGN SUBMITTAL (90%)".

2.6.3 TASK 3, DESIGN COMPLETION & BIDDING - CORRECTED FINAL DESIGN SUBMITTAL

(100%) (Original, and 4 copies):

- a. Correction of all 60% Review Package comments and all iterative package discrepancies.
- b. Completed drawings on vellum, signed and sealed by registered architect and/or professional engineer.
- c. Completed Specifications on 8 1/2"x11", plain bond, white paper, letter quality, plus CDDisk in Microsoft Word original specifications.
- d. Completed detailed cost estimate plus CD-Disk in Microsoft Excel original cost estimate.
- e. Electronic media CADD, specifications and cost estimate on CD-Disk; provide specifications in Microsoft Word and cost estimate in Microsoft Excel. . Label disk

“TASK 3, DESIGN COMPLETION & BIDDING – CORRECTED FINAL DESIGN SUBMITTAL (100%)”.

2.7 SPECIFICATIONS:

The A/E shall prepare project specifications in the "CSI" format utilizing OBO Standard Specifications, except for the General Requirements sections, a sample of which will be provided by OBO, to illustrate format and standard phraseology. Specifications shall comply with Part 10 of the Federal Acquisition Regulations entitled "Specifications, Standards, and Other Purchase Descriptions". The use of the OBO Standard Specifications, or the sample sections provided by OBO and/or the Embassy, does not relieve the A/E of any of his professional responsibilities. Alternate U.S. based specifications may be used upon approval of the COR and includes MasterSpec developed by ARCOM (Architectural Computer Services, Inc.) and UFGS (Unified Facilities Guide Specifications); this is the Guide Specifications for use in specifying construction for various U.S. government agencies.

A/E is cautioned against using old project specifications or obtained for previous projects without carefully reviewing the content and coordination with current reference standards, other specification sections and drawings.

Specifications shall be prepared so that the Embassy can invite bids and award a single federal construction contract per Delivery Order in accordance with Federal Acquisition Regulations (FAR) and shall in be in English

Specifications shall be on 8 1/2" by 11", plain bond, and white paper with letter quality printing. Final submission of specification using Microsoft Word shall include in digital media CD ROM Format using proper external label with a certification that the delivery media is free of known computer viruses including the name(s) and release date(s) of the virus scanning software used to check the media.

2.7.1 SPECIFYING CONSTRUCTION SUBMITTALS:

To maintain an effective quality assurance on the Contractor's installed products and equipment, the emphasis is on calling for construction submittals on materials and equipment to which the Contractor can be held to strictly. This can be in the form of manufacturer's catalog data, technical sheets indicating compliance with industry standards, shop drawings, etc. Reference publications indicating means of installation are not readily available in the field. Where feasible means of installation should be copied or paraphrased in the text of the specifications. The A/E should be pragmatic in the selection of the required submittals. Hence, when listing the required submittals in the specifications, the A/E will need to balance between: 1) the reasonableness of the Contractor being able to comply with all the required submittals, and 2) the effectiveness of enforcing the high quantity of submittal data and requirements by the Embassy and the appointed COR.

## 2.8 DRAWINGS:

Drawings including sketches, schematics, conceptual, etc. shall be in a form suitable to the stage of design. CAD drawings will conform to the National CAD Standards published by the National Institute of Building Sciences. The drawings and models will be checked for both graphic clarity and professional layout practices and computer file structure correctness.

Drawings shall be in AutoCAD platform (ACAD 2000 Templates or later) without conversion; layering, lettering, line weight, symbols, schedules shall be in conformance with current National CAD Standards (NIBS). All CAD drawings shall be supplied in DWG format and readable by the DOS-supported CAD desktop software (Autodesk AutoCAD). Being 'readable' means the ability to open a file without any errors (such as proxy, font substitution, xref resolution, etc.) and with objects, layers, and other file properties remaining intact.

Final Submission drawings shall be prepared on vellum (20 LB) film. Line weights shall be attached to entities (ex: line, arcs, points, etc.). Drawings shall be on ANSI D (559x864 mm).

Submission of digital files (dwgs) shall include in digital media CD ROM Format using proper external label with a certification that the delivery media is free of known computer viruses including the name(s) and release date(s) of the virus scanning software used to check the media.

Drawings shall be developed using the metric system of measurement (SI Units). SI drawings shall use only millimeters (mm) to avoid fractions and to eliminate the repetitious suffix. Dual dimensions shall not be used. Drawings shall be in English.

### Graphic Scales:

Site Plan – 1:500, minimum

Plans – 1:100, minimum

Details – 1:5 thru 1:20

## 2.9 CONSTRUCTION COST ESTIMATE:

The A/E shall prepare an electronic cost estimate, using Microsoft Excel, for each Task to be submitted for review to reflect an estimate of total construction costs for the project. The estimate shall provide sufficient detail using descriptive building component line items with corresponding unit's for quantities, materials and labor. Total costs shall include contractor overhead, profit and taxes.



## 2.10 A/E's QUALITY CONTROL:

All elements of all submissions shall be checked by the A/E. Qualified professionals in their respective disciplines distinct from those preparing the materials shall perform such checks. Prior to TASK 2, DESIGN COMPLETION & BIDDING - FINAL DESIGN SUBMITTAL (90%) submission, the A/E shall perform a structured quality control review of all drawings and specifications. The review shall check for technical accuracy, coordination of the work within discipline, interdisciplinary coordination of the work, and coordination between drawings and specifications. When poor A/E performance results in the need of resubmission<sup>s</sup> of design documents, the A/E may be required to send representatives to the Embassy and /or project site to discuss the problems at no additional cost to the Embassy.

## 2.11 TIME-TABLE OF DELIVERABLES:

<u>ITEMS / EVENTS</u>	<u># OF COPIES</u>	<u>SCHEDULE</u>
1. Estimate of A/E Services	4	As per request for proposal submission date.
2. TASK 1, DESIGN SUBMITTAL (60%)	4	15 days after issuance of Notice To Proceed [NTP]
3. OBO Review/Comments		10 Days
4. TASK 2, PRELIMINARY DESIGN SUBMITTAL (90%)	4	20 Days after TASK 1, CONCEPTUAL DESIGN SUBMITTAL (35%) Review return
5. OBO Review/Comments		10 Days
6. TASK 3, DESIGN COMPLETION & BIDDING - CORRECTED FINAL DESIGN SUBMITTAL (100%)	4	10 Days after TASK 2, PRELIMINARY DESIGN SUBMITTAL (90%) Review return
7. Final Package (100%)	4	10 Days After TASK 3, DESIGN COMPLETION & BIDDING - CORRECTED FINAL DESIGN SUBMITTAL (100%) Review return

## 2.12 CORRESPONDENCE & PACKAGES:

Correspondence and Packages (or privately delivered mail) shall be addressed as follows:

***The Contracting Officer  
U.S. Embassy, Mbabane  
Corner of MR103 and Cultural Center Drive  
P.O. Box D202, The Gables, H106, Ezulwini, Eswatini  
Ref: PEPFAR Office Re-Design Project***

## PART 3 EXECUTION

### 3.1 CONSTRUCTION PROCEDURES AFFECTING THE A/E

#### 3.1.1 BID PROCEDURES:

The Contracting Officer at the Embassy will invite for bids for construction, and will award and administer contract.

#### 3.1.2 QUESTIONS:

The A/E shall be receptive to any questions posed by the Contractor but shall not answer them directly. All such inquiries, problems, etc., shall be transmitted with appropriate comments and opinions to the Contracting Officer who will reply.

## 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 Building Engineer Supervisor.

#### F.1.1. Duties

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

Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### F.2.0. INVOICING AND PAYING INSTRUCTIONS

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

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

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

**Designated Billing Office  
American Embassy Mbabane  
P.O. Box D202  
The Gables  
Ezulwini  
Eswatini  
szinvoices@state.gov**

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

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

## SECTION G - SPECIAL TERMS AND CONDITIONS

### G.1.0. SECURITY

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

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

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

#### WARNING

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

The Contracting Officer  
US Embassy Mbabane  
P.O. Box D202  
The Gables, H106  
Kingdom of Eswatini

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

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

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

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

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

#### G.2.0. DESIGN-TO-BUDGET

G.2.1. The Government has established a design-to-budget amount of \$40,000.00 for construction of this project. This amount applies to construction of the project in the country where it will be located and is based on the midpoint when half of the estimated construction dollars have been spent. The design-to-budget amount is the "estimated construction contract price for the project" referred to in FAR 52.236-22 "Design Within Funding Limitations," see H, Clauses.

#### G.3.0. CONSTRUCTION COST ESTIMATING

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

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

G.3.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work with each of the 35%, 90%, and 100% Construction Documents submittals. These estimates shall indicate the anticipated cost of construction of the facilities in the country and locale where such facilities are to be built at the estimated midpoint of construction in US Dollar (US\$). Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See "Design-to-Budget" and Section H, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

G.3.4. The Contractor shall furnish quantities and pricing data for each section within each division showing labor, materials, overhead, and profit. The Contractor shall furnish a list of all foreign materials to be used in the facilities with their unit prices compared to prices for comparable U.S. materials. The costs for U.S. materials shall include, as a separate item, the estimated shipping costs to the site of construction. If the Contractor has specified a foreign material and there is no comparable U.S. material, the Contractor shall identify the material and the price of the foreign material used.

G.3.5. The Contractor shall compare these estimates to the design-to-budget amount and confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. The Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost.

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

#### G.4.0. ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

#### G.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 "Changes - Fixed Price (AUG 87) 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.

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

G.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.6.8. 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: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

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

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

- 52.202-1      DEFINITIONS (JUN 2020)
- 52.203-3      GRATUITIES (APR 1984)
- 52.203-17     CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND  
                  REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER  
                  RIGHTS (APR 2014)
- 52.204-9      PERSONAL IDENTITY VERIFICATION OF CONTRACTOR  
                  PERSONNEL (JAN 2011)
- 52.204-10     REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER  
                  SUBCONTRACT AWARDS (OCT 2018)
- 52.204-18     COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL  
                  2016)
- 52.204-25     PROHIBITION      ON      CONTRACTING      FOR      CERTAIN  
                  TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR  
                  EQUIPMENT (AUG 2019)
- 52.213-4      TERMS      AND      CONDITIONS      -      SIMPLIFIED      ACQUISITIONS  
                  (OTHER THAN COMMERCIAL ITEMS) (JUN 2020)

- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
- 52.228-4 WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-1 PAYMENTS (AUG 1984)
- 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)

The estimated construction contract price for the project described in this contract is \$40,000.00.

- 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR  
(APR 1984)
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS  
(APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND  
VEGETATION (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES – FIXED PRICE (AUG 1987) *Alternate III (APR 1984)*
- 52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEPT 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2020)
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
- 52.246-26 REPORTING NON CONFORMING ITEMS (DEC 2019)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR  
1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

- 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD  
(AUG 1999)
- 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
- 652.243-70 NOTICES (AUG 1999)

***[Note to Contracting Officer: See instructions on whether to add the following clauses.]***

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

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

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

## SECTION I - LIST OF ATTACHMENTS

1. *Existing Office Space Drawings*

## 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 1 shall contain:

Complete technical proposal addressing the deliverables described earlier. The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

#### Volume 2 shall contain:

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

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

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

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

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING  
(JUL 2016)

52.214-34 SUBMISSIONS OF OFFERS IN THE ENGLISH LANGAUGE  
(APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS  
(JAN 2004)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS  
AND VIDEO SUVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

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



Contracting Officer  
US Embassy Mbabane  
P.O. Box D202  
The Gables, H106  
Kingdom of Eswatini

(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 three (3) years;

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

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

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

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

### K.3.0. SEPARATE CHARGES

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

### K.4.0. 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

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

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

The following DOSAR is provided in full text:

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

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

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

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

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

(b) Offeror represents that—

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

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

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

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

(a) The offeror certifies that -

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

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

	Other:
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(f) Common Parent

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

(End of provision)

52.204-8 Annual Representations and Certification (MAR 2020)

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

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

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

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

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

(i)  Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

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

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

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

\_\_\_\_ (A) Basic.

\_\_\_\_ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
<hr/>			

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)