

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

September 8, 2020

Dear Prospective Quoter:

**SUBJECT: RFQ – Residences Perimeter Barriers & Gates Upgrades**

The Embassy of the United States of America invites registered contractors to submit quotes/proposals for a ‘Residences Perimeter barriers & Gates upgrades’ project, covering nineteen (19) residences located in Mbabane and Ezulwini. The details of the project are captured in the ‘Statement of work’ document.

Site visits would be held for four (4) days starting on Tuesday, September 15, 2020 (detailed schedule provided on page 7). 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 11:00 hours on Monday (September 14, 2020).

***NB: Each participant is asked to 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(s) will be required to comply with all Covid19 related measures / requirements.***

Quotations must be submitted on or before Thursday (September 24, 2020) at 17:00hours. **Technical and financial information must be in different envelopes/documents.** 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: Perimeter Barriers & Gates Upgrades Project

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

Sincerely,

Contracting Officer

## STATEMENT OF WORK:

The USG intends to upgrade the perimeter barriers and gates at nineteen (19) residences located in Mbabane and Ezulwini, as follows.

- Installation of two (2) anti lift brackets at the main sliding gate to prevent it from being taken off the track.
- Installation of a razor wire on brackets on top of the main sliding gate to achieve a minimum height of 2.7meters. Brackets to be painted.
- Upgrading perimeter barriers to a height of 2.7meters. The existing perimeter barriers consists of either 7 x 0.3m high concrete panels or concrete bricks or metal bars with different heights To achieve the required height of 2.7meters, two (2) lines of 500mm razor wire are to be fixed to three (3) lines of 3mm galvanized straining wire. The galvanized straining wire must be treaded through holes drilled into primed and painted 20mm x 20mm x 3mm angle iron fixed 300mm in-between post and panels (sketch drawings provided).

## CURRENT CONDITION OF EACH RESIDENCE:

### 1) Gate 129:

West - Approximately 2.16 meters high and 48 meters long cement wall and 0.73 meters high by 63 meters long to towards the main gate.

East - Approximately 1.82 meters high by 41 meters long concrete post and panels wall.

North – Approximately 1.82 meters sliding gate and 35 meters long brick wall.

### 2) Gate 211:

South – Approximately 2.5 meters high and 47 meters long concrete posts and panels wall.

West - Approximately 2.5 meters high and 47 meters long concrete posts and panels wall.

North – Approximately 2.5 meters high and 47 meters long brick wall and palisade fence.

East – Approximately 2.5 meters high and 47- meters long concrete posts and panels wall.

### 3)Gate 212:

West - Approximately 2 meters high and 48 meters long concrete post and panels wall.

East – Approximately 2 meters high and 52 meters long concrete posts and panels wall from front to the back of the property.

North – Approximately 3 meters high by 45 meters long concrete and post and panel wall at the rear of the residence's garden.

South – Approximately 2 meters high and 38 meters long palisade fence across the front view of the residence.

**4)Gate 244:**

West – Approximately 2.5 meters high and 126 meters long brick wall.

North – Approximately 2.4 meters high and 73 meters long concrete posts and panels wall.

South – Approximately 2.4 meters high and 73 meters long brick wall.

East – Approximately 2.5 meters high and 126 meters long concrete posts and panels wall.

**5)Gate 251:**

West - Approximately 1.9 meters high by 37 meters long concrete wall.

East - Approximately 2.3 meters high by 31 meters long concrete poles and panels wall.

North - Approximately 1.3 meters high by 34 meters long concrete wall.

South – Approximately 2 meters high by 50 meters long concrete wall.

**6)Gate 253:**

South - Approximately 2.4 meters high and 72 meters long concrete posts and panel wall.

West – Approximately 2.4 meters high and 37 meters long concrete posts and panels wall.

North – Approximately 2.4 meters high and 74 meters long concrete posts and panels wall.

East - Approximately 2.4 meters high and 39 meters long concrete posts and panels wall.

**7)Gate 332:**

East - Approximately 2.5 meters high and 34 meters long concrete posts and panels wall.

West - Approximately 2.4 meters high and 96 meters long concrete posts and panels wall.

North – Approximately 2.4 meters high and 100 meters long concrete posts and panels wall.

South – Approximately 2.4 meters high and 100 meters long concrete posts and panels wall.

**8)Gate 336:**

South – Approximately 2.4 meters high and 75 meters long concrete posts and panels wall.

West – Approximately 2.4 meters high and 95 meters long concrete posts and panels wall.

North – Approximately 2.4 meters high and 110 meters long concrete posts and panels wall.

East - Approximately 2.4 meters high and 97 meters long concrete posts and panels wall.

**9)Gate 361:**

North - Approximately 1.3 meters high and 67 meters long brick wall.

South- Approximately 2 meters high and 50 meters long palisade fence.

Northeast – Approximately 3 meters high and 78 meters long brick wall.

South - Approximately 2.4 meters high and 48 meters long palisade fence.

North - Approximately 2.4 meters high and 20 meters long brick wall.

Southwest - Approximately 1.8 meters high and 57 meters long brick wall.

**10)Gate 353:**

West - Approximately 2 meters high and 48 meters long brick wall

East – Approximately 2 meters high and 52 meters long brick wall.

North - Approximately 3 meters high and 45 meters long brick wall.

South - Approximately 2 meters high and 38 meters long palisade fence.

**11)Gate 124:**

West - Approximately 2 meters high and 35 meters long brick wall.

East – Approximately 2.3 meters high and 38 meters long brick wall.

North - Approximately 1.4 meters high and 61 meters long brick wall.

South - Approximately 2 meters high and 60 meters long concrete wall.

**12)Gate 345:**

West - Approximately 2 meters high and 39 meters long brick wall.

East - Approximately 2.3meters high and 49 meters long concrete panels wall.

North - Approximately 1.4 meters high and 43 meters long concrete panels wall.

South – Approximately 2 meters high and 53 meters long concrete panels wall.

**13)Gate 359:**

West – Approximately 1.9 meters high and 45 meters long brick wall.

East - Approximately 2.3 meters high and 56 meters long brick wall.

**14)Gate 346:**

West - Approximately 2.4 meters high and 78 meters long brick wall.

East - Approximately 2.3 meters high and 82 meters long brick.

North - Approximately 1.4 meters high and 57 meters long concrete panel wall.

South – Approximately 2 meters high and 53 meters long concrete panel wall.

**15)Gate 349:**

West – Approximately 2.13 meters high and 47 meters long brick wall.

East - Fence overgrown with foliage; North: fence overgrown with foliage;

South - Approximately 1.8 meters high and 48 meters long brick wall.

North - Approximately 2 meters high and 45 meters long brick wall. Approximately 1.9 meters high and 39 meters long across the gate.

**16)Gate 355:**

West - Approximately .9 meters high and 37 meters long brick wall.

East – Approximately 2.3 meters high and 31 meters long brick wall.

North - Approximately 1.3 meters high and 33 meters long brick wall.

South – Approximately 2 meters high and 50 meters long brick wall.

**17)Gate 351:**

West – Approximately 2.2 meters high and 53 meters long concrete panel wall, and 2.7 meters high by 67 meters long towards the gate.

East – Approximately 1.8 meters high by 39 meters long concrete panel wall.

North – approximately 1.8 meters high and 33 meters long brick wall.

South - Approximately 1.8 meters high and 42 meters long concrete panel wall.

**18)Gate 352:**

West – Approximately 1.9 meters high and 65 meters long brick wall.

East – Approximately 2 meters high and 60 meters long brick wall.

North – Approximately 2 meters high and 40 meters long brick wall.

South – Approximately 1.9 meter high and 40 meters long brick wall.

**19)Gate 354:**

West – Approximately 1.9 meters high and 65 meters long brick wall.

East – Approximately 2 meters high and 60 meters long brick wall.

North – Approximately 2 meters high and 40 meters long brick wall.

South – Approximately 1.9 meters high and 40 meters long brick wall.

## **SITE VISITS SCHEDULE:**

- **September 15,2020**

Day one - Gate 212, 211,353, 129, 253 and 251. The meeting points is at Selection park opposite Alliance Church Mbabane at 9:00 hours

- **September 16,2020**

Day two - Gate 345,349,244,361 and 124. The meeting point is Galp gas station, Mantjolo road, Mbabane at 9:00 hours

- **September 17,2020**

Day three - Gate 332,346 and 355. The meeting point is Coronation park Mbabane, next to tennis courts at 9:00 hours

- **September 18,2020**

Day four - Gate 354,352 and 359. The meeting point is at the Embassy main car parking area, Ezulwini at 9:00 hours.

Quotes should address the following areas.

1. Provide quotation per residence.
2. Provide timelines for each residence.
3. Labor should be quoted as a separate line item
4. Completed NDAA Policy Offeror Representation Form must be submitted with quotation package.

## **CONTRACTOR PROVISIONS**

The Contractor shall supply everything necessary for the execution and completion of the work. Site preparation and installation performance shall be in accordance with local building codes and standards.

## **WORKING HOURS**

Working hours are to be 0800 to 1700 from Monday through Friday. No work is to take place outside these hours unless GSO/FAC has given agreement.

## **SITE PREPARATION AND CLEANING UP**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Unsightly materials and debris including excess soil, garbage, and

equipment should be removed as required; while materials should be scheduled for delivery only as required for immediate use.

#### INSPECTION AND ACCEPTANCE:

The COR will inspect from time to time the services being performed to determine whether work is being performed in a satisfactory manner, and that all required standards are met.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

#### FINAL COMPLETION AND ACCEPTANCE:

1. "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
2. The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

#### PERFORMANCE:

The construction work is to be completed within the project schedule timelines submitted by the contractor at quotation stage, unless agreed otherwise by the Government.

#### CONTRACTOR'S SUBMISSION OF WORK SCHEDULES:

- (a) A detailed realistic work schedule, in days, should be submitted with the quotation.
- (b) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (c) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall

identify each deliverable as required by the contract.

(d) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### NOTICE OF DELAY:

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than two (2) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### ADMINISTRATIVE DATA:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the Residential Security Coordinator.

#### LAWS AND REGULATIONS:

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the project site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the

Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

#### PROJECT PERSONNEL:

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has two (2) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number & copy of ID document

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This

badge may be revoked at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English-speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

**PERMITS:**

The Contractor shall be responsible for:

- obtaining proper work permits, if necessary.
- obtaining permits for disposal of waste material from the construction site.
- paying fees due for the foregoing

## CLAUSES:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> 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 the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

### **FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in [4.2105](#)(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August

13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### **FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in [4.2105\(b\)](#), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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

*Covered telecommunications equipment or services* means—

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended.

In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2018)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)

- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
- 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)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)

- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth 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)

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

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

(End of clause)

## 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 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)

## 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

#### 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

#### QUOTATION INFORMATION - QUALIFICATIONS OF OFFERORS:

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior experience with suitable references;

- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

#### EVALUATION CRITERIA:

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- a detailed project schedule showing work phasing and proposed daily progress.
- satisfactory record of company registration, integrity and business ethics, including tax clearance;
- list of past projects of the same nature, with references
- necessary organization, experience, and skills or the ability to obtain them.
- necessary equipment and facilities or the ability to obtain them; and otherwise, qualified and eligible to receive an award under applicable laws and regulations.
- Construction Accident Prevention Plan (CAPP)
- COVID-19 Safety Plan detailing strategies to ensure adhering to CDC and OSHA regulations for PPE and social distancing during project execution. Refer to links below;

<https://www.osha.gov/Publications/OSHA3990.pdf>

[https://dpw.lacounty.gov/building-and-safety/docs/pw\\_guidelines-construction-sites.pdf](https://dpw.lacounty.gov/building-and-safety/docs/pw_guidelines-construction-sites.pdf)

<https://dtap.ddot.dc.gov/Document/COVID-19%20Guidelines%20for%20Construction%20Sites%20for%20DTAP.pdf>

<https://nfsa.org/2020/04/13/construction-sites-and-covid-19/>