Embassy of the United States of America
490 Sussex Drive, Ottawa, Ontario, K1N 1G8

July 31, 2026

Subject: Request for Quotes 19CA5226Q0020
Residential HVAC Replacement

Dear Prospective Offeror:

Enclosed is a Request for Quotes (RFQ) for replacement of multiple furnace and air conditioning units at a residential property. If you would like to submit a quotation, follow the instructions in Section J of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Embassy intends to conduct a mandatory pre-quotation conference at the site. The pre-proposal conference will be held on August 11, 2026 at 10:00am EDT at 1500 Lisgar Road, Ottawa. Prospective offerors interested in attending this meeting should send the names and work titles of participants to ContractsOttawa@state.gov no later than August 7, 2026. No more than 2 company representatives may attend.

Questions may be submitted by email to ContractsOttawa@state.gov no later than August 14, 2026. Answers will be published on the U.S. Embassy website by August 17, 2026.

Quotations are due by August 21, 2026 at 4:00pm EDT. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Only companies that are present at the pre-proposal conference will be authorized to submit quotations against this solicitation.

The requirement mandates that all vendors possess the necessary licenses and permits to conduct business in Canada. It is essential to ensure compliance with all Canadian regulations and legalities to operate successfully in the country.

If hiring subcontractors, offerors must also show that the subcontractors have obtained authorization to operate in Canada. Please pay attention to a crucial requirement outlined in the DOSAR 652.242-73 .

Your quotation must be submitted electronically in Portable Document Format (PDF) to ContractsOttawa@state.gov . Subject of your email must include the following reference: "Quotation for RFQ#19CA5226Q0020 - The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1442
2. Section A, Pricing
3. Section L Representations and Certifications
4. Additional information as required in Section J
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

William Styron
Contracting Officer

TABLE OF CONTENTS

SF-1442 COVER SHEET

A. PRICING

B. STATEMENT OF WORK

C. PACKAGING AND MARKING

D. INSPECTION AND ACCEPTANCE

E. DELIVERIES AND PERFORMANCE

F. CONTRACT ADMINISTRATION DATA

G. SPECIAL TERMS AND CONDITIONS

H. CLAUSES

I. (RESERVED)

J. INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

K. EVALUATION CRITERIA

L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	19CA5226Q0020	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	July 31, 2026	1 63

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	PR16133289	Residential HVAC Replacement

7. ISSUED BY	CODE 19CA52	8. ADDRESS OFFER TO
U.S. Embassy - Ottawa General Services Office		contractsottawa@state.gov

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	William Styron / Keitha Lynch	613-688-5335 / 613-688-5254

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

SF-1442 cover sheet
A. Pricing
B. Scope of Work
C. Packaging and Marking
D. Inspection and Acceptance
E. Deliveries and Performance
F. Contract Administration Data
G. Special Terms and Conditions
H. Clauses
I. (Reserved)
J. Instructions on How to Submit a Quotation
K. Evaluation Criteria
L. Representations, Certificates and Other Statements

11. The contractor shall begin performance within 10 calendar days and complete it within 10 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. ***(See _____).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☐ YES ☒ NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ ***(hour)*** local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

SECTION A - PRICING

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Line Item	Unit ID	Location / Description	Price	Tax	Total Price
1	CU-4/F-4	Entry Living Room	$	$	$
2	CU-5/F-5	Sunroom Kitchen	$	$	$
3	CU-6/F-6	Level 2 North	$	$	$
4	CU-7/F-7	Level 3 North	$	$	$
5	CU-8/F-8	Level 2 South	$	$	$
6	CU-9/F-9	Level 3 South	$	$	$
				TOTAL	$

A.1 VALUE ADDED TAX

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

SECTION B - STATEMENT OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

1.0 Background and Justification

The United States Embassy Ottawa (the Owner) is seeking proposals from well-qualified heating, ventilation, and air-conditioning Contractors (the Contractor) to remove (7) existing air-cooled condensing units, evaporators, and (7) natural-gas fired furnaces. Work will be completed at a residence located at 1500 Lisgar Road, Ottawa, Ontario (the Residence).

Construction services include carefully removing existing that is not scheduled for reuse. New work shall include but are not limited to providing / installing new HVAC equipment, sections of ducting, controls, electrical wiring, conduit, breakers, piping, insulation, vibration isolation, steel dunnage, and other misc. appurtenances and required materials. This Statement of Work (SOW) defines the services to be performed by the Contractor.

Contractor is solely responsible for coordinating all work activities with the Owner. Contractor must provide a detailed pre-mobilization plan, proof of insurance, applicable licenses, and bonding documents to the Owner for review and approval prior to commencing any work on site. A mandatory pre-bid walk-thru will be coordinated with bidders by the Contracting Officer's Representative (COR). Walk-thru agenda, dates, etc. will be provided in separate documentation by the CO/COR.

2.0 Regulatory and Code Basis

The following codes, standards, and regulations govern this work. In the event of conflict, the more stringent requirement shall apply. The COR will resolve any ambiguities:

- Environment and Climate Change Canada — Ozone-depleting Substances and Halocarbon Alternatives Regulations, SOR/2016-99 (R-22 phase-out)
- Ontario Regulation 455/10 — Refrigerants (O. Reg. 455/10 under the Environmental Protection Act)
- Technical Standards and Safety Authority (TSSA) — Fuel Oil Code Adoption Document and Ontario Regulation 212/01 (Gas Distribution)
- Ontario Electrical Safety Code (OESC), 26th Edition — governs electrical workmanship standards (no ESA permit required for this scope).
- National Building Code of Canada (NBCC) 2020 and Ontario Building Code (OBC) 2024
- ASHRAE Standard 15 — Safety Standard for Refrigeration Systems
- ASHRAE Standard 34 — Designation and Safety Classification of Refrigerants

- Natural Resources Canada — Energy Efficiency Regulations for refrigerating appliances
- Technical Standards and Safety Authority (TSSA) — Gas distribution authorization required for natural gas appliance replacement (no City of Ottawa building permit required for this scope).
- 2021 International Code Council body of codes (ICC) as referenced by OBO standards
- EM 385-1-1 — U.S. Army Corps of Engineers Safety and Health Requirements Manual
- OBO / DOS Technical Standards as applicable

3.0 Existing Equipment Schedule

The following table summarizes all eight (8) condensing units and their paired furnaces subject to this scope of work:

CU	CU Model	Tons	Year	Refrig	Furnace	Year	Area
CU-1	PA16NA060-C	5	2020	R410A	Weather Maker 58SXC100-C-101LG	1993	Library / Dining Room
CU-2	PA16NA048	3	2019	R410A	Weather Maker 58SXC060-C-101GG	1993	Kitchen
CU-4	38CK036310	3	1993	R-22	PG95XAT48080BAA	2014	Entry and Living Room
CU-5	PA10JA048000AAA	4	1998	R-22	TX Series TM9X120D20MP11B	2005	Sunroom / Kitchen
CU-6	RAKA-030JAZ	2.5	2000	R-22	RGTA-12ERAJB	1997	Level 2 North
CU-7	RAKA-037JAZ	3	2000	R-22	RGTA-12ERAJB	1997	Level 3 North
CU-8	RAKA-037JAZ	3	2000	R-22	RGTA-12ERAJB	2000	Level 2 South
CU-9	RAKA-042JAZ	3.5	1999	R-22	RGTA-12ERAJB	2000	Level 3 South
CU-10	38TH030310	2.5		R-22	<Verify in Field>	<TBC>	Carriage House

4.0 General Requirements

4.1 Summary of Work

The Contractor shall furnish all labor, materials, equipment, tools, supervision, permits, and incidentals necessary to remove and dispose of the existing R-22 condensing units (CU-4, CU-5, CU-6, CU-7, CU-8, CU-9, and CU-10) and their paired furnaces (F-4, F-5, F-6, F-7, F-8, F-9, and F-10), and to supply and install new high-efficiency R-410A split-system HVAC equipment in their place, complete and fully operational.

Contractor shall design, fabricate, and install new, steel, dunnage / support for units CU-4, CU-5, CU-6, CU-7, CU-8, and CU-9 to replace existing supports. Existing refrigeration lines and electrical connections shall be partially removed to facilitate the new support. Contractor shall provide new refrigeration and electrical connections to create a durable, serviceable, installation. Design must comply with manufacturer's recommended clearances between units.

4.2 New Equipment Standards

- All replacement condensing units: R-454B or R-32 refrigerant (or other OBO/manufacturer-approved low-GWP alternative), minimum 16 SEER, 208V/1PH/60Hz, ULC/CSA certified. R-410A equipment is not acceptable; R-410A is being phased down under the same regulatory framework driving this replacement and shall not be specified for new installations.
- All replacement furnaces: natural gas, minimum 96% AFUE, CSA-certified, sealed combustion where applicable.
- Acceptable equipment brands: Carrier, Trane, Lennox, Payne, York, or Rheem. Submit catalog cuts to COR for approval prior to equipment procurement.
- Equipment must be serviceable locally in Ottawa (parts available within 24 hours or on-site).
- All equipment to be matched in capacity (BTU/tons) to existing equipment as a minimum; upsizing is subject to COR approval.

4.3 Work Hours and Period of Performance

- Work hours: Monday to Friday, 0830–1630, excluding statutory holidays, unless otherwise authorized by the COR in writing.
- All work to be scheduled within five (5) calendar days of Notice to Proceed (NTP).
- Period of performance: 45 consecutive calendar days from NTP. CU-6/7/8/9 units are recommended to be replaced as a single mobilization to maximize efficiency. All CUs are located at ground level.
- Contractor shall provide a detailed schedule to the COR within 3 calendar days of NTP.

4.4 Coordination and Access

- The Residence is a functioning diplomatic residential property. The Contractor shall coordinate all work activities, access, and utility outages with the COR and Residence Supervisor (Paul Gratton) a minimum of 48 hours in advance.
- Security escort is required for all contractor personnel on the property. Coordinate with Security Escort Supervisor for all access. Personnel badges will be issued by the Post.
- Contractor shall submit a personnel roster (names, trade certifications) to the COR for approval prior to mobilization.
- Utility outages (gas, electrical) to be coordinated with the COR minimum 2 business days in advance. Duration of outages to be minimized.

4.5 Refrigerant Recovery and Disposal

- All R-22 refrigerant must be recovered by technicians certified under the Canadian Environmental Protection Act (CEPA). Recovery certificates must be provided to the COR.
- Recovered R-22 must be handled, transported, and disposed of by a licensed refrigerant reclaimer in accordance with SOR/2016-99 and Ontario Regulation 455/10. Disposal manifests to be provided to COR.
- No R-22 venting to atmosphere is permitted under any circumstances.
- Owner retains first-right-of refusal for reclaimed R-22 refrigerant.

4.6 Protection of Property

- The Contractor is responsible for protecting all U.S. Government property including furniture, furnishings, carpets, flooring, interior and exterior finishes, and landscaping from damage throughout the project.
- Prior to work commencement, Contractor and COR/Post Representatives shall conduct a pre-work walkthrough to document existing conditions. Contractor shall provide written record to COR before work begins.
- All damage resulting from Contractor activities shall be repaired to original condition at Contractor's expense.

4.7 Permits and Authorizations

- No City of Ottawa building permit is required for this scope of work (in-kind equipment replacement on U.S. Government diplomatic property).
- No ESA electrical permit or inspection is required for this scope.
- TSSA gas work authorization is required for natural gas furnace replacements. The Contractor shall obtain the required TSSA authorization and provide a copy to the COR prior to final payment.

4.8 Labor Requirements

- All trade work to be performed by journeyman-level or higher licensed tradespeople. Apprentices may assist under direct journeyman supervision.
- Minimum 2 years' experience with commercial/residential HVAC split systems required for all HVAC technicians.
- Electrical work: qualified electrician compliant with OESC required. Gas work: TSSA-licensed gas technician required.
- All specialty trade worker résumés and licenses to be submitted to COR for review prior to mobilization.

4.9 Warranty

- Equipment warranty: minimum 5 years on compressor, 10 years on heat exchanger, 2 years on parts (or manufacturer standard, whichever is greater).
- Labor warranty: minimum 1 year on all workmanship.
- Contractor to provide fully documented warranty certificates to COR upon project completion.

4.10 Submittals

- Prior to procurement: equipment catalog cuts and specification sheets for all proposed condensing units and furnaces.
- Prior to work: personnel roster with trade licenses/certifications, project schedule, permit applications.
- Upon completion: commissioning report (see Section 4.11), TSSA gas authorization/inspection documentation, refrigerant recovery certificates, disposal manifests, warranty certificates, as-built markups if any modifications to existing drawings.

4.11 Commissioning Report

Contractor shall prepare and submit a commissioning report for each replaced unit including: equipment make, model, and serial numbers; installed date; refrigerant type and charge weight; static pressure readings (supply and return); measured supply air temperatures in heating and cooling modes; thermostat settings; and pass/fail status of all safety controls. Report must be signed by a licensed HVAC technician.

5.0 Individual Unit Scope of Work

The following sections provide unit-specific scope for each of the seven (7) replacement pairs. General requirements from Section 4.0 apply to all units.

CU-1 / F-1 — Library / Dining Room

Not in contract.

CU-2 / F-2 — Kitchen

Not in contract.

CU-4 / F-4 — Entry and Living Room

CU-4 / F-4 — Entry and Living Room
Existing Equipment Condensing Unit: Carrier 38CK036310 | Installed: 1993 | 3 Tons / 36 MBH | Refrigerant: R-22 Furnace: Payne PG95XAT48080BAA | Installed: 2014 | 80,000 BTU Location: Basement / Ground-level pad

Notes

CU is 32 years old – oldest in the building. R-22 refrigerant. Furnace (2014) is newer but paired with critically aged CU. Replacement restores full regulatory compliance for this zone.

Scope of Work

1. Demolition & Recovery

- Recover all existing R-22 refrigerant from CU-4 using EPA-certified recovery equipment. Document recovered quantity.
- Remove and properly dispose of existing condensing unit Carrier 38CK036310.
- Remove and properly dispose of existing furnace Payne PG95XAT48080BAA.
- Partial removal of refrigeration line sets to facilitate installation of condensing units and evaporator coils.
- Refer to section 4.5 Refrigerant Recovery and Disposal.

2. New Condensing Unit

- Supply and install new high-efficiency air-cooled condensing unit using R-454B, R-32, or other approved low-GWP alternative refrigerant. Capacity: minimum 3 tons / 36 MBH. SEER rating: minimum 16. Electrical: 208V / 1-phase.
- Acceptable equipment: Carrier, Trane, Lennox, or Payne high-efficiency series. Submit catalog cuts to COR for approval prior to procurement.
- Install on new concrete or composite equipment pad over 6” of clean, compacted, gravel. Coordinate installation with steel support / dunnage.
- Provide condensate drain provisions as required.

3. New Furnace

- Supply and install new high-efficiency condensing gas furnace. Heating capacity: minimum 80,000 BTU input. AFUE rating: minimum 96%. Configuration: match existing airflow direction.
- Install new Camfil Aeroplat III 1" MERV-8 filter (or approved equal) in filter rack.
- Reconfigure or replace furnace venting as required by manufacturer’s recommendations.
- Connect unit to existing thermostat/BAS control wiring providing a fully-functional control system.
- Humidification: Install new whole-home humidifier (Aprilaire 600M or equal).

4. Refrigerant Line Sets

- Supply and install new Type ACR copper refrigerant line sets (liquid and suction lines) for the full run between the indoor air handler/furnace coil and the condensing unit. Line set lengths vary significantly across the property; contractor shall field-verify each run prior to procurement and size all piping in accordance with manufacturer published equivalent length tables and ASHRAE refrigeration piping guidelines.
- Liquid line: Type ACR hard-drawn or soft-drawn copper, sized per manufacturer specifications for the verified run length. Filter-drier to be installed on liquid line.
- Suction line: Type ACR copper, sized per manufacturer specifications for the verified run length. Insulate full length with minimum 3/4" (19 mm) closed-cell elastomeric foam insulation (Armaflex or equal), all joints and fittings fully covered. Where suction line is exposed to exterior conditions or UV, provide UV-resistant jacketing.
- All line set routing to be secured with appropriate hangers and supports at maximum 1.2 m (4 ft) intervals. Penetrations through walls, floors, or the building envelope to be sleeved and sealed with fire-rated sealant where required and weatherproofed at exterior.
- On long runs, contractor shall account for total equivalent length (TEL) including all fittings and vertical rise/drop when selecting line set diameters and shall submit line sizing calculations to the COR on request.
- Remove and dispose of all existing refrigerant piping in its entirety. Do not re-use any portion of the existing R-22 line sets.
- Nitrogen-purge, pressure test, and leak-check the completed refrigerant circuit to TSSA requirements before charging.
- Charge system with R-454B, R-32, or manufacturer-specified low-GWP alternative refrigerant to manufacturer specifications. Document refrigerant type and weight charged in commissioning report.

5. Electrical Work

- Verify and modify existing electrical disconnect and wiring as required to serve new condensing unit (208V/1PH). Install new disconnect if existing is not compatible.
- All electrical work (disconnect, wiring, controls) to be completed by a qualified electrician. Work shall comply with the Ontario Electrical Safety Code (OESC) latest edition. No ESA permit or inspection is required for this scope.
- Install new low-voltage thermostat wiring as required for new equipment compatibility.

6. Commissioning & Testing

- Perform full operational test of heating and cooling modes; verify all safety controls, limits, and sequencing.
- Balance airflow per room; verify supply and return static pressures.
- Provide commissioning report to COR including: equipment model/serial numbers, refrigerant charge weights, static pressure readings, supply/return temperatures, and thermostat settings.
- Contractor to obtain TSSA gas work authorization as required for natural gas appliance replacement. No City of Ottawa building permit or ESA electrical permit is required for this scope. Provide copy of TSSA authorization/inspection to COR prior to final payment.

CU-5 / F-5 — Sunroom / Kitchen

CU-5 / F-5 — Sunroom / Kitchen

Existing Equipment

Condensing Unit: Payne PA10JA048000AAA | Installed: 1998 | 4 Tons / 48 MBH | Refrigerant: R-22

Furnace: York TX Series TM9X120D20MP11B | Installed: 2005 | 120,000 BTU

Location: First Floor / Ground-level pad

Notes

CU is 27 years old – R-22 unit approaching critical failure. York furnace (2005) is 21 years old. Serves sunroom zone on west wing.

Scope of Work

1. Demolition & Recovery

- Recover all existing R-22 refrigerant from CU-5 using EPA-certified recovery equipment. Document recovered quantity.
- Remove and properly dispose of existing condensing unit Payne PA10JA048000AAA.
- Remove and properly dispose of existing furnace York TX Series TM9X120D20MP11B.
- Partial removal of refrigeration line sets to facilitate installation of condensing units and evaporator coils.
- Refer to section 4.5 Refrigerant Recovery and Disposal.

2. New Condensing Unit

- Supply and install new high-efficiency air-cooled condensing unit using R-454B, R-32, or other approved low-GWP alternative refrigerant. Capacity: minimum 3 tons / 36 MBH. SEER rating: minimum 16. Electrical: 208V / 1-phase.
- Acceptable equipment: Carrier, Trane, Lennox, or Payne high-efficiency series. Submit catalog cuts to COR for approval prior to procurement.
- Install on new concrete or composite equipment pad over 6” of clean, compacted, gravel. Coordinate installation with steel support / dunnage.
- Provide condensate drain provisions as required.

3. New Furnace

- Supply and install new high-efficiency condensing gas furnace. Heating capacity: minimum 120,000 BTU input. AFUE rating: minimum 96%. Configuration: match existing airflow direction.
- Install new Camfil Aeroplat III 1" MERV-8 filter (or approved equal) in filter rack.
- Reconfigure or replace furnace venting as required by manufacturer’s recommendations.

- Connect unit to existing thermostat/BAS control wiring providing a fully-functional control system.

4. Refrigerant Line Sets

- Supply and install new Type ACR copper refrigerant line sets (liquid and suction lines) for the full run between the indoor air handler/furnace coil and the condensing unit. Line set lengths vary significantly across the property; contractor shall field-verify each run prior to procurement and size all piping in accordance with manufacturer published equivalent length tables and ASHRAE refrigeration piping guidelines.
- Liquid line: Type ACR hard-drawn or soft-drawn copper, sized per manufacturer specifications for the verified run length. Filter-drier to be installed on liquid line.
- Suction line: Type ACR copper, sized per manufacturer specifications for the verified run length. Insulate full length with minimum 3/4" (19 mm) closed-cell elastomeric foam insulation (Armaflex or equal), all joints and fittings fully covered. Where suction line is exposed to exterior conditions or UV, provide UV-resistant jacketing.
- All line set routing to be secured with appropriate hangers and supports at maximum 1.2 m (4 ft) intervals. Penetrations through walls, floors, or the building envelope to be sleeved and sealed with fire-rated sealant where required and weatherproofed at exterior.
- On long runs, contractor shall account for total equivalent length (TEL) including all fittings and vertical rise/drop when selecting line set diameters and shall submit line sizing calculations to the COR on request.
- Remove and dispose of all existing refrigerant piping in its entirety. Do not re-use any portion of the existing R-22 line sets.
- Nitrogen-purge, pressure test, and leak-check the completed refrigerant circuit to TSSA requirements before charging.
- Charge system with R-454B, R-32, or manufacturer-specified low-GWP alternative refrigerant to manufacturer specifications. Document refrigerant type and weight charged in commissioning report.

5. Electrical Work

- Verify and modify existing electrical disconnect and wiring as required to serve new condensing unit (208V/1PH). Install new disconnect if existing is not compatible.
- All electrical work (disconnect, wiring, controls) to be completed by a qualified electrician. Work shall comply with the Ontario Electrical Safety Code (OESC) latest edition. No ESA permit or inspection is required for this scope.
- Install new low-voltage thermostat wiring as required for new equipment compatibility.

6. Commissioning & Testing

- Perform full operational test of heating and cooling modes; verify all safety controls, limits, and sequencing.
- Balance airflow per room; verify supply and return static pressures.
- Provide commissioning report to COR including: equipment model/serial numbers, refrigerant charge weights, static pressure readings, supply/return temperatures, and thermostat settings.
- Contractor to obtain TSSA gas work authorization as required for natural gas appliance replacement. No City of Ottawa building permit or ESA electrical permit is required for this scope. Provide copy of TSSA authorization/inspection to COR prior to final payment.

CU-6 / F-6 — Level 2 North

CU-6 / F-6 — Level 2 North

Existing Equipment

Condensing Unit: Rheem RAKA-030JAZ | Installed: 2000 | 2.5 Tons / 30 MBH | Refrigerant: R-22
Furnace: Rheem RGTA-12ERAJB | Installed: 1997 | 30,000 BTU
Location: Third Floor Mechanical / Ground-level pad

Notes

CU 25 years old, furnace 28 years old. Part of CU-6/7/8/9 group – best replaced as single mobilization. Humidifier not currently installed – new humidifier to be provided per SOW.

Scope of Work

1. Demolition & Recovery

- Recover all existing R-22 refrigerant from CU-6 using EPA-certified recovery equipment. Document recovered quantity.
- Remove and properly dispose of existing condensing unit Rheem RAKA-030JAZ.
- Remove and properly dispose of existing furnace Rheem RGTA-12ERAJB.
- Partial removal of refrigeration line sets to facilitate installation of condensing units and evaporator coils.
- Refer to section 4.5 Refrigerant Recovery and Disposal.

2. New Condensing Unit

- Supply and install new high-efficiency air-cooled condensing unit using R-454B, R-32, or other approved low-GWP alternative refrigerant. Capacity: minimum 3 tons / 36 MBH. SEER rating: minimum 16. Electrical: 208V / 1-phase.
- Acceptable equipment: Carrier, Trane, Lennox, or Payne high-efficiency series. Submit catalog cuts to COR for approval prior to procurement.
- Install on new concrete or composite equipment pad over 6” of clean, compacted, gravel. Coordinate installation with steel support / dunnage.
- Provide condensate drain provisions as required.

3. New Furnace

- Supply and install new high-efficiency condensing gas furnace. Heating capacity: minimum 80,000 BTU input. AFUE rating: minimum 96%. Configuration: match existing airflow direction.
- Install new Camfil Aeroplat III 1" MERV-8 filter (or approved equal) in filter rack.
- Reconfigure or replace furnace venting as required by manufacturer’s recommendations.
- Connect unit to existing thermostat/BAS control wiring providing a fully-functional control system.
- Humidification: <Contractor to propose a humidification system for the Owner’s review and approval.>

4. Refrigerant Line Sets

- Supply and install new Type ACR copper refrigerant line sets (liquid and suction lines) for the full run between the indoor air handler/furnace coil and the condensing unit. Line set lengths vary significantly across the property; contractor shall field-verify each run prior to procurement and size all piping in accordance with manufacturer published equivalent length tables and ASHRAE refrigeration piping guidelines.
- Liquid line: Type ACR hard-drawn or soft-drawn copper, sized per manufacturer specifications for the verified run length. Filter-drier to be installed on liquid line.
- Suction line: Type ACR copper, sized per manufacturer specifications for the verified run length. Insulate full length with minimum 3/4" (19 mm) closed-cell elastomeric foam insulation (Armaflex or equal), all joints and fittings fully covered. Where suction line is exposed to exterior conditions or UV, provide UV-resistant jacketing.
- All line set routing to be secured with appropriate hangers and supports at maximum 1.2 m (4 ft) intervals. Penetrations through walls, floors, or the building envelope to be sleeved and sealed with fire-rated sealant where required and weatherproofed at exterior.

- On long runs, contractor shall account for total equivalent length (TEL) including all fittings and vertical rise/drop when selecting line set diameters and shall submit line sizing calculations to the COR on request.
- Remove and dispose of all existing refrigerant piping in its entirety. Do not re-use any portion of the existing R-22 line sets.
- Nitrogen-purge, pressure test, and leak-check the completed refrigerant circuit to TSSA requirements before charging.
- Charge system with R-454B, R-32, or manufacturer-specified low-GWP alternative refrigerant to manufacturer specifications. Document refrigerant type and weight charged in commissioning report.

5. Electrical Work

- Verify and modify existing electrical disconnect and wiring as required to serve new condensing unit (208V/1PH). Install new disconnect if existing is not compatible.
- All electrical work (disconnect, wiring, controls) to be completed by a qualified electrician. Work shall comply with the Ontario Electrical Safety Code (OESC) latest edition. No ESA permit or inspection is required for this scope.
- Install new low-voltage thermostat wiring as required for new equipment compatibility.

6. Commissioning & Testing

- Perform full operational test of heating and cooling modes; verify all safety controls, limits, and sequencing.
- Balance airflow per room; verify supply and return static pressures.
- Provide commissioning report to COR including: equipment model/serial numbers, refrigerant charge weights, static pressure readings, supply/return temperatures, and thermostat settings.
- Contractor to obtain TSSA gas work authorization as required for natural gas appliance replacement. No City of Ottawa building permit or ESA electrical permit is required for this scope. Provide copy of TSSA authorization/inspection to COR prior to final payment.

CU-7 / F-7 — Level 3 North

CU-7 / F-7 — Level 3 North

Existing Equipment

Condensing Unit: Rheem RAKA-037JAZ | Installed: 2000 | 3 Tons / 36 MBH | Refrigerant: R-22

Furnace: Rheem RGTA-12ERAJB | Installed: 1997 | 36,000 BTU

Location: Third Floor Mechanical / Ground-level pad

Notes

CU 25 years old, furnace 28 years old. Part of CU-6/7/8/9 group. Humidifier not currently installed – new humidifier to be provided per SOW.

Scope of Work

1. Demolition & Recovery

- Recover all existing R-22 refrigerant from CU-7 using EPA-certified recovery equipment. Document recovered quantity.
- Remove and properly dispose of existing condensing unit Rheem RAKA-037JAZ.
- Remove and properly dispose of existing furnace Rheem RGTA-12ERAJB.
- Partial removal of refrigeration line sets to facilitate installation of condensing units and evaporator coils.
- Refer to section 4.5 Refrigerant Recovery and Disposal.

2. New Condensing Unit

- Supply and install new high-efficiency air-cooled condensing unit using R-454B, R-32, or other approved low-GWP alternative refrigerant. Capacity: minimum 3 tons / 36 MBH. SEER rating: minimum 16. Electrical: 208V / 1-phase.

- Acceptable equipment: Carrier, Trane, Lennox, or Payne high-efficiency series. Submit catalog cuts to COR for approval prior to procurement.
- Install on new steel supports / dunnage.
- Provide condensate drain provisions as required.

3. New Furnace

- Supply and install new high-efficiency condensing gas furnace. Heating capacity: minimum 80,000 BTU input. AFUE rating: minimum 96%. Configuration: match existing airflow direction.
- Install new Camfil Aeroplat III 1" MERV-8 filter (or approved equal) in filter rack.
- Reconfigure or replace furnace venting as required by manufacturer's recommendations.
- Connect unit to existing thermostat/BAS control wiring providing a fully-functional control system.

4. Refrigerant Line Sets

- Supply and install new Type ACR copper refrigerant line sets (liquid and suction lines) for the full run between the indoor air handler/furnace coil and the condensing unit. Line set lengths vary significantly across the property; contractor shall field-verify each run prior to procurement and size all piping in accordance with manufacturer published equivalent length tables and ASHRAE refrigeration piping guidelines.
- Liquid line: Type ACR hard-drawn or soft-drawn copper, sized per manufacturer specifications for the verified run length. Filter-drier to be installed on liquid line.
- Suction line: Type ACR copper, sized per manufacturer specifications for the verified run length. Insulate full length with minimum 3/4" (19 mm) closed-cell elastomeric foam insulation (Armaflex or equal), all joints and fittings fully covered. Where suction line is exposed to exterior conditions or UV, provide UV-resistant jacketing.
- All line set routing to be secured with appropriate hangers and supports at maximum 1.2 m (4 ft) intervals. Penetrations through walls, floors, or the building envelope to be sleeved and sealed with fire-rated sealant where required and weatherproofed at exterior.
- On long runs, contractor shall account for total equivalent length (TEL) including all fittings and vertical rise/drop when selecting line set diameters and shall submit line sizing calculations to the COR on request.
- Remove and dispose of all existing refrigerant piping in its entirety. Do not re-use any portion of the existing R-22 line sets.
- Nitrogen-purge, pressure test, and leak-check the completed refrigerant circuit to TSSA requirements before charging.
- Charge system with R-454B, R-32, or manufacturer-specified low-GWP alternative refrigerant to manufacturer specifications. Document refrigerant type and weight charged in commissioning report.

5. Electrical Work

- Verify and modify existing electrical disconnect and wiring as required to serve new condensing unit (208V/1PH). Install new disconnect if existing is not compatible.
- All electrical work (disconnect, wiring, controls) to be completed by a qualified electrician. Work shall comply with the Ontario Electrical Safety Code (OESC) latest edition. No ESA permit or inspection is required for this scope.
- Install new low-voltage thermostat wiring as required for new equipment compatibility.

6. Commissioning & Testing

- Perform full operational test of heating and cooling modes; verify all safety controls, limits, and sequencing.
- Balance airflow per room; verify supply and return static pressures.
- Provide commissioning report to COR including: equipment model/serial numbers, refrigerant charge weights, static pressure readings, supply/return temperatures, and thermostat settings.
- Contractor to obtain TSSA gas work authorization as required for natural gas appliance replacement. No City of Ottawa building permit or ESA electrical permit is required for this scope. Provide copy of TSSA authorization/inspection to COR prior to final payment.

CU-8 / F-8 — Level 2 South

CU-8 / F-8 — Level 2 South

Existing Equipment

Condensing Unit: Rheem RAKA-037JAZ | Installed: 2000 | 3 Tons / 36 MBH | Refrigerant: R-22
Furnace: Rheem RGRA-12ERAJB | Installed: 2000 | 36,000 BTU
Location: Third Floor Mechanical / Ground-level pad

Notes

CU and furnace both 25 years old. General 570 humidifier in place – to be replaced. Part of CU-6/7/8/9 group.

Scope of Work

1. Demolition & Recovery

- Recover all existing R-22 refrigerant from CU-8 using EPA-certified recovery equipment. Document recovered quantity.
- Remove and properly dispose of existing condensing unit Rheem RAKA-037JAZ.
- Remove and properly dispose of existing furnace Rheem RGRA-12ERAJB.
- Partial removal of refrigeration line sets to facilitate installation of condensing units and evaporator coils.
- Refer to section 4.5 Refrigerant Recovery and Disposal.

2. New Condensing Unit

- Supply and install new high-efficiency air-cooled condensing unit using R-454B, R-32, or other approved low-GWP alternative refrigerant. Capacity: minimum 3 tons / 36 MBH. SEER rating: minimum 16. Electrical: 208V / 1-phase.
- Acceptable equipment: Carrier, Trane, Lennox, or Payne high-efficiency series. Submit catalog cuts to COR for approval prior to procurement.
- Install on new steel supports / dunnage.
- Provide condensate drain provisions as required.

3. New Furnace

- Supply and install new high-efficiency condensing gas furnace. Heating capacity: minimum 36,000 BTU input. AFUE rating: minimum 96%. Configuration: match existing airflow direction.
- Install new Camfil Aeroplat III 1" MERV-8 filter (or approved equal) in filter rack.
- Reconfigure or replace furnace venting as required by manufacturer’s recommendations.
- Connect unit to existing thermostat/BAS control wiring providing a fully-functional control system.

4. Refrigerant Line Sets

- Supply and install new Type ACR copper refrigerant line sets (liquid and suction lines) for the full run between the indoor air handler/furnace coil and the condensing unit. Line set lengths vary significantly across the property; contractor shall field-verify each run prior to procurement and size all piping in accordance with manufacturer published equivalent length tables and ASHRAE refrigeration piping guidelines.
- Liquid line: Type ACR hard-drawn or soft-drawn copper, sized per manufacturer specifications for the verified run length. Filter-drier to be installed on liquid line.
- Suction line: Type ACR copper, sized per manufacturer specifications for the verified run length. Insulate full length with minimum 3/4" (19 mm) closed-cell elastomeric foam insulation (Armaflex or equal), all joints and fittings fully covered. Where suction line is exposed to exterior conditions or UV, provide UV-resistant jacketing.
- All line set routing to be secured with appropriate hangers and supports at maximum 1.2 m (4 ft) intervals. Penetrations through walls, floors, or the building envelope to be sleeved and sealed with fire-rated sealant where required and weatherproofed at exterior.

- On long runs, contractor shall account for total equivalent length (TEL) including all fittings and vertical rise/drop when selecting line set diameters and shall submit line sizing calculations to the COR on request.
- Remove and dispose of all existing refrigerant piping in its entirety. Do not re-use any portion of the existing R-22 line sets.
- Nitrogen-purge, pressure test, and leak-check the completed refrigerant circuit to TSSA requirements before charging.
- Charge system with R-454B, R-32, or manufacturer-specified low-GWP alternative refrigerant to manufacturer specifications. Document refrigerant type and weight charged in commissioning report.

5. Electrical Work

- Verify and modify existing electrical disconnect and wiring as required to serve new condensing unit (208V/1PH). Install new disconnect if existing is not compatible.
- All electrical work (disconnect, wiring, controls) to be completed by a qualified electrician. Work shall comply with the Ontario Electrical Safety Code (OESC) latest edition. No ESA permit or inspection is required for this scope.
- Install new low-voltage thermostat wiring as required for new equipment compatibility.

6. Humidifier

- Remove and dispose of existing General 570 humidifier. Install new whole-home humidifier (Aprilaire 600M or equal).

7. Commissioning & Testing

- Perform full operational test of heating and cooling modes; verify all safety controls, limits, and sequencing.
- Balance airflow per room; verify supply and return static pressures.
- Provide commissioning report to COR including: equipment model/serial numbers, refrigerant charge weights, static pressure readings, supply/return temperatures, and thermostat settings.
- Contractor to obtain TSSA gas work authorization as required for natural gas appliance replacement. No City of Ottawa building permit or ESA electrical permit is required for this scope. Provide copy of TSSA authorization/inspection to COR prior to final payment.

CU-9 / F-9 — Level 3 South

CU-9 / F-9 — Level 3 South

Existing Equipment

Condensing Unit: Rheem RAKA-042JAZ | Installed: 1999 | 3.5 Tons / 42 MBH | Refrigerant: R-22
Furnace: Rheem RGRA-12ERAJB | Installed: 2000 | 42,000 BTU
Location: Third Floor Mechanical / Ground-level pad

Notes

CU 26 years old. General 570 humidifier in place – to be replaced. Largest of the CU-6/7/8/9 group.

Scope of Work

1. Demolition & Recovery

- Recover all existing R-22 refrigerant from CU-9 using EPA-certified recovery equipment. Document recovered quantity.
- Remove and properly dispose of existing condensing unit Rheem RAKA-042JAZ.
- Remove and properly dispose of existing furnace Rheem RGRA-12ERAJB.
- Partial removal of refrigeration line sets to facilitate installation of condensing units and evaporator coils.
- Refer to section 4.5 Refrigerant Recovery and Disposal.

2. New Condensing Unit

- Supply and install new high-efficiency air-cooled condensing unit using R-454B, R-32, or other approved low-GWP alternative refrigerant. Capacity: minimum 3.5 tons / 42 MBH. SEER rating: minimum 16. Electrical: 208V / 1-phase.
- Acceptable equipment: Carrier, Trane, Lennox, or Payne high-efficiency series. Submit catalog cuts to COR for approval prior to procurement.
- Install on new steel supports / dunnage.
- Provide condensate drain provisions as required.

3. New Furnace

- Supply and install new high-efficiency condensing gas furnace. Heating capacity: minimum 42,000 BTU input. AFUE rating: minimum 96%. Configuration: match existing airflow direction.
- Install new Camfil Aeroplat III 1" MERV-8 filter (or approved equal) in filter rack.
- Reconfigure or replace furnace venting as required by manufacturer’s recommendations.
- Connect unit to existing thermostat/BAS control wiring providing a fully-functional control system.

4. Refrigerant Line Sets

- Supply and install new Type ACR copper refrigerant line sets (liquid and suction lines) for the full run between the indoor air handler/furnace coil and the condensing unit. Line set lengths vary significantly across the property; contractor shall field-verify each run prior to procurement and size all piping in accordance with manufacturer published equivalent length tables and ASHRAE refrigeration piping guidelines.
- Liquid line: Type ACR hard-drawn or soft-drawn copper, sized per manufacturer specifications for the verified run length. Filter-drier to be installed on liquid line.
- Suction line: Type ACR copper, sized per manufacturer specifications for the verified run length. Insulate full length with minimum 3/4" (19 mm) closed-cell elastomeric foam insulation (Armaflex or equal), all joints and fittings fully covered. Where suction line is exposed to exterior conditions or UV, provide UV-resistant jacketing.
- All line set routing to be secured with appropriate hangers and supports at maximum 1.2 m (4 ft) intervals. Penetrations through walls, floors, or the building envelope to be sleeved and sealed with fire-rated sealant where required and weatherproofed at exterior.
- On long runs, contractor shall account for total equivalent length (TEL) including all fittings and vertical rise/drop when selecting line set diameters and shall submit line sizing calculations to the COR on request.
- Remove and dispose of all existing refrigerant piping in its entirety. Do not re-use any portion of the existing R-22 line sets.
- Nitrogen-purge, pressure test, and leak-check the completed refrigerant circuit to TSSA requirements before charging.
- Charge system with R-454B, R-32, or manufacturer-specified low-GWP alternative refrigerant to manufacturer specifications. Document refrigerant type and weight charged in commissioning report.

5. Electrical Work

- Verify and modify existing electrical disconnect and wiring as required to serve new condensing unit (208V/1PH). Install new disconnect if existing is not compatible.
- All electrical work (disconnect, wiring, controls) to be completed by a qualified electrician. Work shall comply with the Ontario Electrical Safety Code (OESC) latest edition. No ESA permit or inspection is required for this scope.
- Install new low-voltage thermostat wiring as required for new equipment compatibility.

6. Humidifier

- Remove and dispose of existing General 570 humidifier. Install new whole-home humidifier (Aprilaire 600M or equal).

7. Commissioning & Testing

- Perform full operational test of heating and cooling modes; verify all safety controls, limits, and sequencing.
- Balance airflow per room; verify supply and return static pressures.

- Provide commissioning report to COR including: equipment model/serial numbers, refrigerant charge weights, static pressure readings, supply/return temperatures, and thermostat settings.
- Contractor to obtain TSSA gas work authorization as required for natural gas appliance replacement. No City of Ottawa building permit or ESA electrical permit is required for this scope. Provide copy of TSSA authorization/inspection to COR prior to final payment.

SECTION C - PACKAGING AND MARKING

Mark materials delivered to the site as follows: CMR HVAC

SECTION D - INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed, or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "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.

D.2.2 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.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,

- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

SECTION E - DELIVERIES AND PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and,

(c) complete the entire work ready for use not later than 10 days after the notice to proceed.

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of CAD $500.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "10 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) 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.

(d) 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.

(e) 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 contract modification signed 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 ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may revise the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during regular work week business hours. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held after contract award to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
Description	Quantity	Deliver Date	Deliver To
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

SECTION F – CONTRACT ADMINISTRATION 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: To be determined

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

The Vendor Invoice shall be submitted electronically by email in English to **OttawaInvoices@state.gov**, referencing the U.S. Embassy Order Number in the "Subject:" of an email. A proper invoice shall include the following information:

- Vendor legal name and remittance address
- Vendor contact information (Name, Phone, Email)
- Task Order/Contract number
- Invoice date, invoice number, customer number (if applicable)
- Description of goods/services, quantity, price and term of performance corresponding to the contract line items (CLINS)
- Applicable taxes outlined separately
- Tax registration number
- Bill to: U.S. Embassy, Ottawa, ON

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

Incorrect Invoices will be returned to Vendor.

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

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

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	USD $500,000 or equivalent in Canadian Dollars
Cumulative	USD $500,000 or equivalent in Canadian Dollars
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	USD $500,000 or equivalent in Canadian Dollars
Cumulative	USD $500,000 or equivalent in Canadian Dollars

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 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 construction 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.

G.4.1 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.

G.4.2 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.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION 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.

G.5.1 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.

G.5.2 After award, the Contractor has ten 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. It is anticipated that security checks will take 5 days to perform. For each individual, the list shall include:

Full Name
Place and Date of Birth
Current Address
Driver’s License Number

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.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

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 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 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 CLAUSE(S) IS/ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

Personal Identity Verification of Contractor Personnel (Jan 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
(1)When no longer needed for contract performance.
(2)Upon completion of the Contractor employee's employment.
(3)Upon contract completion or termination.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such

identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

Incorporation by Reference of Representations and Certifications (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

52.225-5 TRADE AGREEMENTS (NOV 2023)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (FEB 2021)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

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 (JAN 2017)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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)

52.245-2 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)

52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(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 products or commercial services.

(End of clause)

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

(A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a

service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).*])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage

of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

II. THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSE(S) IS/ARE SET FORTH IN FULL TEXT:

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)

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and 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)

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 is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

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

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION I - (RESERVED)

SECTION J – INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*

A. 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 in Canada.

(3) The offeror shall provide proof of SAM registration to include the SAM UEI number

(4) Be able to demonstrate prior construction experience with suitable references.

(5) Have the necessary personnel, equipment and financial resources available to perform the work.

(6) Have all licenses and permits required by local law.

(7) Meet all local insurance requirements.

(8) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution.

(9) Have no adverse criminal record; and

(10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 1, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	1
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	1

Submit the complete quotation to the email address indicated:

ContractsOttawa@state.gov

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names addresses and telephone numbers of the owners, partners, and principal officers of the Offeror.

(2) The name and address of the Offeror's field superintendent for this project.

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel.

(2) Contract number and type.

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value.

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A mandatory site visit has been scheduled for August 11, 2026 at 10:00am EDT. Prospective offerors interested in attending this meeting should send the names and work titles of participants to ContractsOttawa@state.gov no later than August 7, 2026. No more than 2 company representatives may attend.

(c) Participants will meet at 1500 Lisgar Road, Ottawa, Ontario, Canada

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

Between $100,000 and $250,000

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 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 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 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 PROVISIONS ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

SECTION K - 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:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments.
- satisfactory record of integrity and business ethics.
- 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.

SECTION L – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

(c) otherwise due under the contract.

(d) 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 (3l 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.

(e) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government.

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship.

☐ Partnership.

☐ Corporate Entity (not tax exempt).

☐ Corporate Entity (tax exempt).

☐ Government Entity (Federal, State, or local).

- ☐ Foreign Government.
- ☐ International organization per 26 CFR 1.6049-4.
- ☐ Other _____.

(f) Common Parent.

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

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is_____ *[insert NAICS code]*.
(2) The small business size standard is _____ *[insert size standard]*.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(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 products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting 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 provision 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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $102,280, 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) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically 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

_____

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)

Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:
(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	**Size standard**
_____	_____

NAICS Code	Size standard
_____	_____
_____	_____

[*Contracting Officer to insert NAICS codes and size standards*].
(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

L.3. 52.204–24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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 paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(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)

L.4. 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *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".
(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] 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.
(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

L.5. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS' REPRESENTATION (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

Name:
Telephone Number:
Address:

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

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

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

"Marginalized populations of Sudan" means—

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

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)