

June 8, 2011

Rick Tachuk
Chair, National Capital Chapter
American Chamber of Commerce
Tel. No. 613-293-5250

Subject: Request for Quotation Number SCA52511D0102

Enclosed is a Request for Quotation (RFQ) for Specialized Solutions requirement for U.S. Commercial Service in accordance with the performance work statement described under this contract. Please submit a quotation by completing Section 1.3, Pricing as well as the requirements indicated in Section 3.

Quotations must be submitted by email to AndicoA@state.gov or fax to 613-688-3190, Attention: Alma Andico, no later than 4:00 P.M. on June 13, 2011.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation and price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions if there is a need to do so.

Direct any questions regarding this solicitation to Michael St Clair 613-688-5250.
Direct any questions regarding technical aspects of this project to Rick Ortiz 613-688-5222, during regular business hours from 8:00 A.M. till 4:00 P.M. EST.

The Embassy appreciates your interest in this solicitation.

Sincerely,

Mirena P. Hine
Contracting Officer
U.S. Embassy, Canada

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF 17
7. FOR SOLICITATION INFORMATION CALL		a. NAME Michael St Clair / Vince Lemesev		5. SOLICITATION NUMBER SCA52511D0102	6. SOLICITATION ISSUE DATE June 8, 2011
9. ISSUED BY U.S. Embassy – Canada General Services Office P.O. Box 866, Station B Ottawa, ON K1P 5T1		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
15. DELIVER TO: Code		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17.a. CONTRACTOR/OFFEROR CODE		16. Administered by:			
17.a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY Charleston Financial Center			
17.b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section 1, Schedule of Services				

25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED

<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
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AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

Computer Generated

STANDARD FORM 1449 (REV/3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE	42a. RECEIVED BY (PRINT)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

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Description/Specifications/Work Statement
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- Contract Clauses

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CONTINUATION TO SF-1449
RFQ NUMBER SCA52511D0102

SECTION 1 - THE SCHEDULE
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
BUSINESS DEVELOPMENT AND MATCHMAKING ACTIVITIES

1. PERFORMANCE WORK STATEMENT

- (a) The Contractor shall provide specialized solutions to U.S. Commercial Service in accordance with the performance work statement and terms and conditions described in Attachment 1.
- (b) This is an indefinite-delivery, indefinite-quantity type contract. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the details of work requested.

2. PERIOD OF PERFORMANCE

The contract will be from date of contract award through September 30, 2011.

3. PRICING

- (a) This contract will be a firm-fixed price for each service type. The prices shall include all work, including labor, materials, equipment, direct and indirect costs, insurance, overhead and profit. No additional sums will be payable on account as a result of any escalation in the cost of materials, equipment and labor or due to contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in cost within the contract duration will only be made due to changes in the work performance or delays caused by the Government with prior approval of the Contracting Officer. All prices shall be in Canadian dollars.

<u>Type of Service</u>	<u>Price Per Service</u>
1) Gold Key Matchmaking Service	CAD\$ _____
2) Business Facilitation Service	CAD\$ _____
3) International Partner Search	CAD\$ _____
4) Customized Market Research	CAD\$ _____
5) International Company Profile	CAD\$ _____
6) International Buyer Programs	CAD\$ _____

<u>Type of Service</u>	<u>Price Per Service</u>
7) Single Company Promotion	CAD\$ _____
8) Platinum Key Service	CAD\$ _____
9) Trade Events	CAD\$ _____
10) Trade Missions	CAD\$ _____
11) Webinars/Seminars	CAD\$ _____

(b) Minimum and Maximum Amounts

During this contract period, the Government guarantees a minimum order of CAD\$3,000.00. The maximum amount of services will not exceed CAD\$200,000.00.

CONTINUATION TO SF-1449
RFQ NUMBER SCA52511D0102

ATTACHMENT 1
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. General Work Description

The U.S. Commercial Service assists U.S. firms in finding the right business partners in Canada. The nature of USCS mission in Canada requires that USCS provide U.S. clients with customized solutions to achieve their business goals. These solutions shall include, but are not limited to: arranging one-on-one appointments, providing customized lists of Canadian contacts, conducting market research on specific sectors of the Canadian economy, arranging for business receptions, delivering market and industry briefings, scheduling of appointments with prospective trade partners, providing logistical support during trade events/missions, developing marketing strategies and promotional materials (electronic brochures, flyers, booklets, ads, etc), establishing contacts and developing leads, recruiting delegates for international buyer programs, and performing other type of commercial activities, as required, in connection with the USCS services, as described under this contract.

Service Requirements with Coverage all Across Canada shall be as follows:

- Gold Key Matchmaking Service
- Business Facilitation Service
- International Partner Search
- Customized Market Research
- International Company Profile
- International Buyer Programs
- Single Company Promotion

- Platinum Key Service
- Trade Events
- Trade Mission
- Webinars/Seminars

2. Work Requirements

(a) The U.S. Commercial Service shall provide the following work requirements:

1. Identify the type of service to be delivered, based on the service requirements list described above.
2. Determine the region in Canada where the service will take place.
3. Counsel the U.S. client on the best market strategy for Canada and communicate this to the contractor.
4. Provide the contractor with the market questionnaire provided by the U.S. client and forward all product literature/promotional packages (approx. 20-25 pieces) from U.S. client.
5. Conduct all communication with the U.S. client directly.

(b) The Contractor shall provide the following work requirements;

1. Perform and deliver the work and services required and meet the final delivery deadline as indicated in the task order.
2. Be available for discussions either by phone or in person within two business hours when required by USCS.

3. Contractor Personnel

The Contractor shall not be an employee of the U.S. Commercial Service. The Contractor shall furnish sufficient personnel with technical knowledge and experience necessary to perform and complete the work.

4. Special Contract Requirements

(a) The designated ordering individual for this contract is the Contracting Officer.

(b) The Contractor shall report directly to the COR for all technical matters within the scope of this contract. Any changes to the scope of work must have prior approval in writing by the Contracting Officer (CO) and COR.

(c) The Contractor shall obtain, maintain and pay for all national, provincial and local insurance, licenses, permits and certificates needed/required to perform the work prior to commencement and for the duration of the work prior to commencement and for the duration of the work.

(d) If the Contractor fails to complete the work within the specified time frame or defaults of the contract, the Contractor shall reimburse the U.S. Commercial Service the full amount of the contract plus a penalty of 5% of the total value of the service agreed upon.

(e) Advance payments are not authorized under the contract. However, progress payment shall be permitted. Payments will not be made more than bi-weekly.

(f) The Government reserves the right to control access to U.S.-owned and U.S.-operated facilities. Should the U.S. Commercial Service deem that the contractor requires access to U.S. owned facilities, the Contractor may be issued an identification card, which he/she shall display at all times while on U.S. Government property. The issuance of an identification card may require the contractor to submit security clearance forms.

(g) The contractor shall maintain satisfactory standards of competency, conduct, cleanliness, appearance, and integrity. The contractor is expected to adhere to standards of conduct that reflect credit on himself/herself and the United States Government. The U.S. Government requires a favorable image and the contractor's attitude, courtesy, and job knowledge is influential in creating a favorable image.

(h) While on duty, the contractor shall not possess, sell, consume, or be under the influence of intoxicants, drugs, or substances, which produce similar effects. The drinking of alcoholic beverages while on duty is prohibited. The use of narcotics or other controlled substances while on duty without a prescription from a licensed physician is prohibited.

(i) In certain circumstances, the contractor may be subject to criminal actions as allowed by law. These include but are not limited to the following:

- 1) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- 2) Unauthorized use of U.S. Government property, including theft and vandalism;
- 3) Unethical or improper use of official authority or credentials;
- 4) Security violations; and
- 5) Organizing or participating in gambling in any form.

(j) All information, provided by the U.S. Commercial Service or gathered by the Contractor on behalf of the U.S. Commercial Service is the sole property of the U.S. Commercial Service. The U.S. Commercial Service shall have unlimited rights in all data delivered under this contract, and in all data produced in the performance of this contract. Unlimited rights means the right of the U.S. Commercial Service to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicity and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(k) Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the designate of the U.S. Commercial Service.

(1) Contractor personnel who have not worked with the U.S. Commercial, must provide three non-U.S. Commercial Service references, which will be checked in advance of acceptance of any services in order to verify the contractors reputation.

Attachment 2
QUALITY ASSURANCE PLAN (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all services set forth in the performance work statement (PWS)	Section 1 & Attachment 1	All required services are performed and no more than one (1) customer complaint is received per month.

(1) **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

(2) **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(3) **PROCEDURES.**

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2 CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAR 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

X (37) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (40) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (43) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$200,000.00;
 - (2) Any order for a combination of items in excess of \$200,000.00; or
 - (3) A series of orders from the same ordering office within than 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract within 30 days from receipt of a proper invoice.

(b) Invoice Submission. The contractor shall submit invoices in an original and two (2)

copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 52.232-25, "Prompt Payment."

U.S. Commercial Service
P.O. Box 866, Station B
Ottawa, ON K1P 5T1 Canada
Attention: Rick Ortiz, Contracting Officer's Representative

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

- 1) Name and address of the contractor.
- 2) Invoice date and invoice number.
- 3) Contract number.
- 4) Description, quantity, unit of measure, unit price of services performed.
- 5) Payment terms.
- 6) Name and address of contractor official to whom payment is to be sent.
- 7) Name, title, phone number and mailing address of person to notify in the event of a defective invoice.
- 8) Taxpayer Identification Number (TIN).
- 9) Electronic Funds Transfer (EFT) banking information

If the invoice does not contain the above information, the COR reserves the right to reject the invoice as improper and return the invoice to the Contractor for correction within 15 calendar days.

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

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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

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

(b) The COR for this contract is the *Deputy Senior Commercial Officer, CS Ottawa*.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

A. Summary of instructions. Quotation must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1.3, Pricing has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references for similar work;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work. Contractor personnel to be assigned under the contract shall have the technical knowledge and experience necessary to perform the work.

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) Evidence that the offeror has provided satisfactory service with U.S. Commercial Service for similar to these requirements.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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. Also, the full text of a clause may be accessed electronically at:

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

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - 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
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

(Reserved)