Dear Prospective Offeror:

Subject: Solicitation Number 19CA5218R0008

The Embassy of the United States of America invites you to submit a proposal for the U.S. Embassy Residential Property Windows & Doors Replacement. The site is located at 46 Rockcliffe Road, Rockcliffe Park, Ottawa, Ontario Canada.

The magnitude of this contract will be between US\$100,000 and \$250,000 (or equivalent in local currency).

If you are interested in submitting a proposal on this project, read the instructions in Section L of the attached Request for Proposal (RFP).

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package. The Embassy intends to conduct a site visit (see L.6, 52.236-27) and hold a pre-proposal conference. All prospective offerors will be invited to attend. The site visit and conference will be held at 46 Rockcliffe Road, Rockcliffe Park, Ottawa, on May 25, 2018, 10:00 A.M. For additional information or to arrange for access to the residence, please contact Courtney Miller at 613-688-5393 or John Lawson at 613-688-5256 or Alma Andico at 613-688-5310 on or before May 23, 2018 and provide the names of all individuals planning to attend the site visit.

Written proposals must be submitted in a sealed envelope marked "Proposal Enclosed – 19CA5218R0008" on or before 4:00 P.M. EST on June 20, 2018. No written proposals will be accepted after this time.

Written proposals can be submitted at the following address: U.S. Embassy Ottawa 207 Bank St, Suite 418, Ottawa, ON, Canada K2P 2N2 to the attention of Ryan Ruta, Contracting Officer

Electronic offers may be submitted with "Proposal 19CA5218R0008 Attached" listed in the subject line to the following email address ContractsOttawa@state.gov on or before 4:00 P.M. EST on June 19, 2018 which is one day prior to the written proposal due date. No electronic proposals will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

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

- 1. Section B and Attachment 2, Proposal Breakdown by Divisions;
- 2. Section K, Representations and Certifications;
- 3. Gantt Chart illustrating sequence of work to be performed;
- 4. Additional information as required in Section L.

The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractor and suppliers, such as details and quantities required by the drawings and specifications. Subcontractors and suppliers should not be referred to the Embassy for determining the amount or quantities of materials required.

The construction completion time is 60 calendar days, commencing on the date indicated in the Notice to Proceed. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of CAD\$300.00 per calendar day will be assessed until substantial completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

All contractors have to be registered in the SAM (System for Award Management) Database https://www.sam.gov prior to contract award pursuant to FAR provision 5.207. Therefore, prospective offerors are encouraged to register prior to the submittal of quotations/proposals. The guidelines for registration in SAM are also available at the above web address.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract 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.

Submit any questions regarding this solicitation by email to <u>ContractsOttawa@state.gov</u> during regular business hours on or before May 23, 2018. Responses will be sent in writing to all contractors on our list of interested parties.

The Embassy appreciates your interest in this solicitation.

Sincerely,

Ryan Ruta
Contracting Officer

U.S. Embassy Ottawa

SOLICITATION, OFFER,		SOLICITATION NO.	TY	PE OF SOLICITATION	ON	3. DATE ISSUED	DACE	
AND AWARD		☐ SEALED BID (IFB)			3. DATE 1550ED	PAGE PAGE		
(Construction, Alteration, or Repair)		19CA5218R0008	х	NEGOTIATED (RFQ)	May 17, 2018	1	61
IMPORTANT - The "offer" section	on the reve	rse must be fully complete			,			
4. CONTRACT NO.		5. REQUISITION/PURCIPR7087974	HASE	REQUEST NO.	6. PROJ	ECT NO.		
7. ISSUED BY	CODE	1111001011	8. A	DDRESS OFFER TO)			
U.S. Embassy Ottawa			U.S.	Embassy Ottawa	l			
General Services Office				eral Services Offi				
P.O. Box 866, Station B				Bank Street, Suite		_		
Ottawa, ON, K1P 5T1			Otta	wa, ON, Canada k	(2P 2N2	2		
9. FOR INFORMATION	A. NAME			B. TELEPHONE N	O. (Inclu	de area code) (NO C	OLLECT	CALLS)
CALL:	Ryan Ruta Alma Andic	•		613-688-5450 613-688-5310				
	Allila Alluic	SOLICI	TATIC					
NOTE: In sealed bid solicitations	"offor" and							
NOTE: In sealed bid solicitations	s "offer" and	"offeror" mean "bid" and	- biaa	er."				
10. THE GOVERNMENT REQUIR	ES PERFORI	MANCE OF THE WORK DE	SCRI	BED IN THESE DOO	UMENT	S (Title, identifying r	no., date)):
Section A - Cover Sheet - SF-144	2, Solicitatio	n, Offer and Award						
Section B – Price Section C – Scope of Work								
Section D – Packaging and Marki	ing							
Section E - Inspection and Accep								
Section F – Deliveries/Performan Section G – Administrative Data	ice							
Section H – Special Requirement	s							
Section I – Clauses								
Section J – List of Attachments Section K – Representations, Cer	rtifications. a	nd Other Statements of Ot	fferor	s or Quoters				
Section L - Instructions, Condition	ons, and Noti							
Section M – Evaluation Factors for	Section M – Evaluation Factors for Award							
Attachments:								
Attachment 1: Sample Letter of I Attachment 2: Breakdown of Price								
Attachment 3: Drawings	ce by bivisio	no or opecinications						
Attachment 4: Specifications								
Attachment 5: Canada Authority for Release of Information								
 The Contractor shall provide Residential Property Windows ar this contract. 								
The Contractor shall begin perform	The Contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving the notice to proceed.							
12A. THE CONTRACTOR MUST BONDS? (If "YES," indicate within	-				12	B. CALENDAR DAYS	6	
	YES □ NO 10							
42 ADDITIONAL COLICITATION	DECUIDEME	-NTC:						
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and (Refer to Section J.B) copies to perform the work required are due at the place specified in Item 8 no later								
than 4:00 PM (hour) local time on June 20, 2018. If this is a sealed bid solicitation, offers must 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 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								
referenced.								
D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be								
rejected. STANDARD FORM 1442								

	OFFE	R (Must	be fully o	completed	by offerd	or)			
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)			15. TELEPHONE NO. (Include area code)						
			16. REMITTANCE ADDRESS (Include only if different than Item 14)						
CODE		FA	CILITY CODE	-					
17. The offeror agrees to perform accepted by the Government with any number equal to or greater to the minimum in Item 13D.	hin 90 calendar d	ays after th	e date offer	s are due. Of	fers shall re	emain valid ι	ıntil Augus	t 31, 2018 (Insert
AMOUNTS -	Total Firm	ı-Fixed Pr	ice CAD	\$	(incl	uding HST))		
18. The offeror agrees to furnish a	any required perf	ormance ar	nd payment	bonds.					
The offeror	19. acknowledges re			OF AMENDN o the solicita	_	number and	date of eac	h	
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERS (Type or print)	SON AUTHORIZE	D TO SIGN	OFFER	20B. SIGNATURE 20C. OFFER D			R DATE		
	AV	NARD (To I	be complete	d by Govern	ment)				
21. ITEMS ACCEPTED:									
22. AMOUNT		23. ACCOL	JNTING ANI	O APPROPRI	ATION DAT	'A			
See Block 17									
24. SUBMIT INVOICES TO ADDR (2 copies unless otherwise s		ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 10 U.S.C. 2304(c)()					
26. ADMINISTERED BY	CODE			27. PAYMENT WILL BE MADE BY					
Block 31				Financia	ıl Manager	nent Cente	r		
C	ONTRACTING OF	FICER WIL	L COMPLE	TE ITEM 28 O	R 29 AS AP	PPLICABLE			
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, requisitions identified on this form and any continuation sheets for the consideration slated 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 or incorporated by reference in or attached to this contract.		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 CONT TO SIGN (Type or print)	TRACTOR OR PE	RSON AUT	HORIZED	31.A. NAME	OF CONTI	RACTING OF	FICER (TYP	PE OR PRINT))
30B. SIGNATURE		30C. DATE	<u> </u>	31B. UNIT	ED STATES	OF AMERIC	A	31C. AWA DATE	RD

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- C. SCOPE OF WORK
- D. PACKAGING AND MARKING
- E. INSPECTION AND ACCEPTANCE
- F. DELIVERIES OR PERFORMANCE
- G. ADMINISTRATIVE DATA
- H. SPECIAL REQUIREMENTS
- I. CLAUSES
- J. LIST OF ATTACHMENTS
- K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS
- L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS
- M. EVALUATION FACTORS FOR AWARD

ATTACHMENTS

ATTACHMENT 1: Sample Letter of Bank Guaranty

ATTACHMENT 2: Breakdown of Price by Divisions of Specifications

ATTACHMENT 3: Drawings ATTACHMENT 4: Specifications

ATTACHMENT 5: DS-7673, Canada Authority for Release of Information

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-3, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

All prices shall be in Canadian dollars.

Total Price (including all labor, materials, overhead and profit)	CAD\$
HST	CAD\$
Total B.1	CAD\$

B.2 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.

B.3 TYPE OF CONTRACT

This is a firm, fixed-price contract payable entirely in the currency indicated in the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

C.1 <u>CHARACTER AND SCOPE OF WORK</u>

The Contractor shall furnish and install all materials required by this contract. The contract Specifications/Statement of Work are set forth in Section J as Attachment 4.

C.2 DRAWINGS

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.

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as follows:

(Reserved)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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/vffara.htm. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to access 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):

<u>CLAUSE</u>	TITLE AND DATE
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.232-27 52.246-12	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013) INSPECTION OF CONSTRUCTION (AUG 1996)

E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

- E.2.1 <u>MONTHLY REPORT</u>: The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.
- E.2.2. <u>INSPECTION BY GOVERNMENT</u>: 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.

E.3 SUBSTANTIAL COMPLETION

E.3.1 DEFINITIONS

- (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.

E.3.2 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 shall 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.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 DEFINITIONS

- (a) "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.
- (b) 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.

E.4.2 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.

E.4.3 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:

- (a) satisfactory completion of all required tests,
- (b) 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
- (c) 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 F - DELIVERIES OR PERFORMANCE

F.1 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 <a href="

change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to access 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 clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u> <u>TITLE AND DATE</u>

52.242-14 SUSPENSION OF WORK (APR 1984)

F.2 <u>52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR</u> 1984)

The Contractor shall be required to:

- (a) commence work under this contract within <u>10 calendar days</u> after the date the Contractor receives the notice to proceed,
 - (b) prosecute the work diligently, and
- (c) complete the entire work ready for use no later than <u>60 calendar days</u>. The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

F.3 LIQUIDATED DAMAGES

F.3.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 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 <u>CAD\$300.00</u> for each 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.

F.3.2. ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) 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 schedules 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 a 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.

F.5 <u>ACCEPTANCE OF SCHEDULE</u>

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.

F.6 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 this notice not more than ten (10) days after the first event-giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall 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. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

All work shall be performed during 8:00 A.M. to 5:00 P.M., Monday to Friday excluding official Canadian and American holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

(a) The Department of State observes the following days* as holidays:

New Year's Day Canada & US Martin Luther King's Birthday US Washington's Birthday US Good Friday Canada Easter Monday Canada Victoria Day Canada Memorial Day US Quebec National Day (Quebec only) Canada Canada Dav Canada Independence Day US Civic Day Canada Canada & US Labor Day Thanksgiving Day / Columbus Day Canada & US Canada & US Remembrance Day / Veterans Day Thanksgiving Day US Christmas Day Canada & US **Boxing Day** Canada

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (l) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,

^{*}Any other day designated by Federal law, Executive Order or Presidential Proclamation.

- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment, and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

F.10 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at the CMR, 500 Lisgar Road, Rockcliffe Park, Ottawa to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

F.11 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
H.1.2. Bonds/Insurance	1	10 days after award	CO
H.11.1. Safety Plan	1	10 days after award	COR
E.2. Quality Assurance Plan	1	10 days after award	COR
F.4. Construction Schedule	1	10 days after award	COR
H.14.1. Submittal Register	1	10 days after award	COR
F.10. Pre-Construction Conference	1	10 days after award	COR
H.13.2. Biographic Data on	1	10 days after award	COR
Personnel			
E.2.2. Inspection Reports	1	3 days after end of	COR
		weekly period	
G.3.2 Payment Request	1	Last day of each	COR
		month	
E.2.1. Monthly Progress Report	1	7 th day of the	COR
		following month	
F.4.(c). Updates to Construction	1	Last day of each	COR
Schedule		month	
E.3.2. Request for Substantial	1	5 days before	COR
Completion		inspection	
H.4.4. As-built Drawings and	1	After final	COR
Warranties		completion but before	
		final acceptance	

E.4.2. Request for Final Acceptance	1	5 days before	COR
		inspection	
F.6 Notice of Delay	1	Within 10 days after	CO
		event	
F.8 Additional Hours	1	No later than 24	COR
		hours in advance of	
		need	
H.2.4 Evidence of Insurance	1	10 days after award	CO
H.17.2 Differing Site Condition	1	Within 10 days of	CO
		occurrence	

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

G.2 MONITORING OF THE CONTRACTOR

G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by 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 Facility Management Section (FMS), Senior Project Manager.

G.2.2**DUTIES**

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

G.3 <u>PAYMENT</u>

G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall submit invoices by email to OttawaInvoices@state.gov following the invoicing instructions to be provided upon award of the contract.

G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.3.4 EVALUATION BY THE CONTRACTING OFFICER

Following 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 that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

G.3.6. PAYMENT

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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BOND/IRREVOCABLE LETTERS OF CREDIT REQUIREMENTS

H.1.1 BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security (irrevocable letter of credit) approved by the Government such as letter of credit/guaranty shown in Section J.

H.1.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds or alternate security as required by the paragraph H.1.1 above within ten (10) days after contract award. Failure to submit (1) the required bonds or other security acceptable to the Government in a timely manner; (2) bonds from an acceptable surety; or (3) bonds in the required amount, 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).

H.1.3 COVERAGE

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, 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.

H.1.4 DURATION OF COVERAGE

The required performance and payment 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 only shall be reduced to 10% of the contract price. The performance 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. The requirement for payment security terminates at final acceptance.

H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.2 **INSURANCE**

H.2.1 AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 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:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

General Liability:				
(1) Bodily injury on or off site stated in Canadian dollars:				
Per Occurrence	\$3,000,000			
Cumulative \$3,000,000				
(2) Property damage on or off site in Canadian dollars:				
Per Occurrence	\$3,000,000			
Cumulative	\$3,000,000			

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.

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 there from, except in the instance of gross negligence on the part of the Government.

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.

H.2.2 GOVERNMENT AS ADDITIONAL INSURED

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.

H.2.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

H.2.4 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

- (a) "Contract Drawings or Drawings," where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.
 - (b) "Day" means a calendar day unless otherwise specifically indicated.
 - (c) "Host Country" means the country in which the project is located.
- (d) "Material" means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (e) "Notice to Proceed" means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.
- (f) "Other Submittals" includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
- (g) "Project Data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (h) "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

- (i) "Schedule of Defects" means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
- (j) "Separate Contractor" means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contact for construction of a portion of the project.
- (k) "Work" means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

- (a) <u>OWNERSHIP</u>. All specifications, drawings, and copies thereof, and models, are the property of the Government.
- (b) <u>USE AND RETURN</u>. The Contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

H.4.2 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 the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 RECORD DOCUMENTS

The Contractor shall maintain at the project site:

- a current marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and
- a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.4.4 "AS-BUILT" DOCUMENTS

After final completion of the work, but before final acceptance, the Contractor shall provide:

- complete set of "as-built" drawings, based on the record set of drawings, marked to show the details of construction as actually accomplished; and
- record shop drawings and other submittals, in the number and form as required by the specifications.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

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.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

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.

H.7.3 SUBCONTRACTORS

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.

H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.9 CONSTRUCTION OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

- (a) <u>CONFINEMENT TO AUTHORIZED AREAS</u>. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
- (b) <u>VEHICULAR ACCESS</u>. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 USE OF PREMISES

- (a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (b) Requests from occupants. The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.
- (c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.11 SAFETY

H.11.1 DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) *General*. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in h;
 - (iv) Earth moving equipment;
 - (v) 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:
 - (vi) Work in confined spaces (limited exits, potential for oxygen less that 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.);
 - (vii) 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
 - (viii) Hazardous noise levels.
- (b) *Records*. The Contractor shall maintain an accurate record of exposure data on all accidents 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.
- (c) *Subcontracts*. The Contractor shall be responsible for its subcontractors' compliance with this clause.
 - (d) Written program. Before commencing work, the Contractor shall:
 - (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) *Notification*. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.12.2 APPROVAL OF SUBCONTRACTORS

- (a) <u>REVIEW AND APPROVAL</u>. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.
- (b) <u>REJECTION OF SUBCONTRACTORS</u>. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.13 CONSTRUCTION PERSONNEL

H.13.1 REMOVAL OF 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 at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. 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.

H.13.2 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project. This information shall be completed under the Canada Authority for Release of Information of each personnel using the form DS-7673 for the Government to conduct all necessary security checks. Refer to Attachment 5. It is anticipated that security checks will take 2 weeks to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Identification Number

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

H.14 MATERIALS AND EQUIPMENT

H.14.1 SELECTION AND APPROVAL OF MATERIALS

- (a) <u>STANDARD TO QUALITY</u>. 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.
- (b) <u>SELECTION BY CONTRACTOR</u>. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all

items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

H.14.3 BASIS OF CONTRACT PRICE

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.14.4 SUBSTITUTIONS

(a) <u>PRIOR APPROVAL REQUIRED</u>. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet

approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

- (b) <u>APPROVAL THROUGH SHOP DRAWINGS</u>. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.
- (c) <u>FINAL APPROVAL ON DELIVERY</u>. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.14.5. "OR-EQUAL CLAUSE"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.14.6 USE AND TESTING OF SAMPLES

("Samples" include materials and equipment.)

- (a) <u>USE</u>. The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.
- (b) <u>FAILURE OF SAMPLES</u>. If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.
- (c) <u>TAKING AND TESTING OF SAMPLES</u>. Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.
- (d) <u>COST OF ADDITIONAL TESTING BY THE GOVERNMENT</u>. When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.15.1 SHIPMENT AND CUSTOMS CLEARANCE

- (a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.
- (b) Duty-free clearance. The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which:

- (a) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,
- (b) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or
- (c) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.
- (c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.15.2 SURPLUS MATERIALS

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.16 SPECIAL WARRANTIES

H.16.1 SPECIAL WARRANTY OBLIGATIONS

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 do not conflict with the special warranty.

H.16.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information required in order to make any subcontractor's, manufacturers, 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.

H.17 <u>EQUITABLE ADJUSTMENTS</u>

H.17.1 BASIS FOR 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. The Contractor shall give the Contracting Officer 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.

H.17.2 DIFFERING SITE CONDITION NOTICE

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

H.17.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

- (a) <u>ITEMIZATION OF PROPOSALS AND REQUESTS</u>. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer, The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.
- (b) <u>PROPOSED TIME ADJUSTMENTS</u>. The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.
- (c) <u>RELEASE BY CONTRACTOR</u>. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.18 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

H.19 ZONING APPROVALS AND BUILDING PERMITS

The Government is responsible for:

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

SECTION I - CONTRACT CLAUSES

I.1 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:

http://acquisition.gov/far/index.html or http://farsite.hill.af.mil/vffara.htm. These addresses are subject to

<u>http://acquisition.gov/far/index.html</u> or <u>http://farsite.hill.af.mil/vffara.htm</u>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to see the links to the FAR. You may also use Internet "search engines" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>CLAUSE</u>	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
	(SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR
	ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	(MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
	TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND
	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER
	RIGHTS (APR 2014)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY
	AGREEMENTS OR STATEMENTS (JAN 2017)

52 204 4	DRINTED OR CODIED DOUBLE GIDED ON DOCT CONGLIMED FIDED
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER
52 204 7	CONTENT (MAY 2011) SYSTEM FOR AWARD MANAGEMENT (HILV 2012)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-9	
52 204 10	(JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
52 204 10	SUBCONTRACT AWARDS (OCT 2015)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN
	SUBCONTRACTING WITH CONTRACTORS DEBARRED,
52 215 2	SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA
	OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS
50.016.7	(OCT 2010)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013) Alternate I (FEB 1997)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52 222 50	(FEB 2016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING
52 225 5	WHILE DRIVING (AUG 2011)
52.225-5	TRADE AGREEMENTS (FEB 2016)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION
52.225-14	
52.228-2	OF CONTRACT (FEB 2000) ADDITIONAL BOND SECURITY (OCT 1997)
52.228-2	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-11	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-13	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
32.232-3	(MAY 2014)
52.232-17	INTEREST (MAY 2014)
52.232-17	AVAILABILITY OF FUNDS (APR 1984)
52.232-18	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-24	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-32	PERFORMANCE–BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR
32.232-33	AWARD MANAGEMENT (JULY 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
J2.2J2 -7 U	SUBCONTRACTORS (DEC 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
J4.4JU-4	DIFFERING SITE CONDITIONS (AFR 1904) DED No. 10CA 5219D0009

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)
52.236-14	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)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
52.242-13	BANKRUPTCY (JULY 1995)
52.243-4	CHANGES (JUN 2007)
52.244-6	SUBCONTRACTOR AND COMMERCIAL ITEMS (NOV 2017)
52.245-1	GOVERNMENT PROPERTY (JAN 2017)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.245-9	USE & CHARGES (APR 2012)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-3	VALUE ENGINEERING – CONSTRUCTION (OCT 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-
	PRICE) (APR 2012) Alternate I (SEPT 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

The following Department of State Acquisition Regulations (DOSAR) are set forth in full text:

I.1 <u>652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD</u> ISSUANCE PROCEDURES (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

I.2 652.243-70 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. The Contracting Officer must make all modifications to the contract in writing.

I.3 652.242-73 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.

I.4 RESERVED

I.5 THE FOLLOWING CLAUSE IS APPLICABLE, IF CHECKED:

[] 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

I.6. 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

(a) Definitions. As used in this clause—

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

- (b) *Amount of required bonds*. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
 - (1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
 - (2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
 - (3) Additional bond protection.
 - (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
 - (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- (c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
 - (d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, or via the internet at http://www.fms.treas.gov/c570/c570.html.
- (e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract."

I.7 <u>652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, as</u> amended (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
 - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden `compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6)

above:

- (1) Complying or agreeing to comply with requirements:
- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.8 652.229-71 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.

I.9 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO. PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Proposal Price by Divisions of	1
	Specifications	
Attachment 3	Drawings	10
Attachment 4	Specifications	11
Attachment 5	DS-7673, Canada Authority for Release	
	Information	1

ATTACHMENT 1 SAMPLE LETTER OF BANK GUARANTY

	Place [Date []]			
Contracting Officer U.S. Embassy, [Post name] [Mailing Address]					
SUBJECT: Performance and Guaranty	Letter of G	uaranty No			
The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of amount equal to 20% of the contract price in Canadian dollars during the period ending with the date of final acceptance, and 10% of the contract price during contract guaranty period, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.					
The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.					
The undersigned agrees and consents that the Cothe guaranty up to the total amount of this guara demand.					
This letter of guaranty shall remain in effect unt Contract requirement.	il 3 months a	after completion of the guaranty period of			
Depository Institution: [name]					
Address:		T			
Representatives:		Location: State of Inc.:			
		Corporate Seal:			
		Corporate Seas.			
Certificate of Authority is attached evidencing a	uthority of the	he signer to bind the bank to this document.			

UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) Division/Description	(2) Labor	(3) Materials	(4) Overhead	(5) Profit	(6) Total
1. General Requirements/	Labor	Matchais	Overneau	110110	Total
Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL CAD\$:					

Offeror:	Date:	
Alternates (list separately; do not total):		
PROPOSAL PRICE TOTAL: CAD\$		
Allowance Items:		

DRAWINGS

(To be provided during the site visit)

SPECIFICATIONS U.S. Embassy Residential Property Windows & Doors Replacement

1. INTRODUCTION

- 1.1 The U.S. Embassy in Ottawa is sending out Request for Proposal (RFP) to obtain pricing for replacement of doors and windows at the residence of 46 Rockcliffe Road. Work requirements do not include windows with stained glass.
- 1.2 The residence is located at 46 Rockcliffe Road, Ottawa. All inspections shall be requested through the Embassy's Contracting Officer and Contracting Officer Representative (COR).
- 1.3 Work shall be completed as expeditiously as possible. The residence shall be occupied during the execution of this contract. The contractor shall coordinate with the Contracting Officer for work phasing and job sequencing for the commencing and completing of the work. The contractor shall submit a work plan with a construction schedule for review and approval prior to commencement this contract.
- 1.4 Perform the work within the time stated in Section 11, Deliverable Schedule.

2. GENERAL REQUIREMENTS

- 2.1 The Contractor shall attend the site survey meeting and provide a list of construction personnel and all necessary equipment, materials, tools and supervision required to complete the services that meet the work requirements under this contract scope of work. It is expected that the contractor shall partner closely with the CO, COR, Facility Manager and onsite Facility personnel.
- 2.2 Work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The Contractor shall start work within 10 calendar days from Notice to Proceed and 100% completion of the project, including cleanup, within 60 calendar days from Notice to Proceed (NTP).
- 2.3 The contractor shall have limited access to and shall not be admitted into any structure outside the areas designated for the proposed work except with permission by the COR and the facility manager. The contractor shall address and report the impact of work disruptions and associated consequences. The contractor shall provide for a continuing level of operation, which will allow for continuous occupation and operations of the residence during construction.
- 2.4 The contractor shall be required to prepare and submit reports, bill of materials, product literature and data sheets, preliminary drawings, construction drawings, specifications, quality control and installation schedules, safety plan and all construction related costs. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed and successful scope of work. Due to the scope of this project, the contractor is responsible to obtain any necessary stamps of approval for both the construction drawings and the proposed building materials.

- 2.5 Materials shall be new and work shall conform to minimum applicable standards of the Canadian General Standards Board, the Canadian Standards Association, the National Building Code 2015 (NBC), and all applicable Provincial and Municipal codes. In case of conflict or discrepancy, the most stringent requirement shall apply. The contractor shall comply with all local, provincial, and federal safety and health standards, laws and regulations.
- 2.6 Provide a Gantt chart showing quality control and work schedule. Submit work schedule with tender price.

3. GOVERNMENT MATERIAL

3.1 The Embassy will not supply any labor, material or equipment for this project. The Embassy will not be responsible to clean up after the contractor from start of project to completion.

4. CONTRACT ADMINISTRATION

- 4.1 The Contractor shall not conduct any work that is beyond the contract scope of work unless directed in writing by the Contracting Officer. Any work done by the contractor beyond the contract scope of work without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- 4.2 The Contracting Officer shall provide a Notice to Proceed (NTP) to the Contractor. No work shall be initiated until the NTP is issued by the CO.
- 4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.
- 4.4 The Embassy does not make any recommendations or warranties of any kind either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this contract. It is the responsibility of the contractor to adhere to and obtain any required documentation and or approvals, for example pre-construction utility locates.
- 4.5 The Embassy's review, approval, or acceptance of, or payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the contractor arising out of the performance of this contract.
- 4.6 The Embassy has the right to perform inspection of the work at any time during the term of the contract. The Embassy and/or the Office of Overseas Buildings may perform quality assurance inspections (QAI) during construction to confirm the work is installed according to the contract.
- 4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this contract. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The CO or COR shall promptly notify the Contractor that work has been stopped and also notify the Contractor when work can begin again.

- 4.8 If any of the Contractor's services do not conform to the contract requirements, the CO may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.
- 4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or in part, if the Contracting Officer determines it is in the interest of the Embassy.

5. RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. Submit Project Site Manager name and qualifications with tender price and submittals. The Project Site Manager shall be approved by the COR.
- 5.3 The Project Site Manager shall attend all project meetings, prepare weekly Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, milestones and deadlines, arising concerns and proposed solutions, any proposed change orders, and any other pertinent information required to report the progress of performance. The project site manager shall ensure that the site and work area are free of construction garbage, debris and litter daily before leaving at the end of each work day. The project manager shall be responsible to ensure employees and or other contractors conduct themselves in a respectful manner when on site at all times, and using only approved facilities and designated smoking and break areas.
- 5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 5.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.
- 5.6 Any cost associated with services subcontracted by the contractor shall be borne by and be the complete responsibility of the contractor under the fixed price of this contract.
- 5.7 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 5.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6. PRE-CONSTRUCTION REQUIREMENTS

- 6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 6.2 Provide a statement that the Contractor's company and all personnel are experienced in performing this type or similar to type and scope required for the work.
- 6.3 The Contractor shall prepare and submit a Quality Control Schedule (QCS) and Project Safety Plan (PSP) to address the project. The QCS and PSP are intended to document the entire project from beginning to end.
- 6.4 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of three [3] years at no cost to the Embassy signed by the Contractor.
- 6.5 Pre-Construction Submittals: Submit a Bill of Materials (BOM), product literature and data sheets, shop drawings, samples and standard specification submittals of all materials, products, and equipment to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

7. CONSTRUCTION REQUIREMENTS

- 7.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR. As this is a residential area workday hours of operation must be submitted and approved by COR. Contractor shall notify and have prior approval from the COR the work beyond the approved hours of operation as security escorts will need to be arranged.
- 7.1.1 The Contractor shall schedule all work during the weekdays, Monday through Friday, between the hours of 8am and 5pm.
- 7.1.2 Local Bylaw restrictions shall be followed.
- 7.1.3 If after regular working hours are required, the contractor shall submit a request 24 hours ahead of time for approval.
- 7.1.4 Schedule work to avoid interruptions to normal operations of the residence. Disruptive work shall be scheduled and coordinated with the Contracting Officer and/or the Contracting Officer's Representative.
- 7.2 The Contractor shall be responsible and shall supply for all required materials, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 7.3 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.

- 7.4 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced, at no cost to the US Embassy. The contractor will be responsible for security of all materials and equipment.
- 7.5 Receipt Of Materials Shipment of equipment, materials, and supplies shall be addressed to the Contractor, not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.
- 7.6 The contractor will be provided with a storage and staging area as determined by the COR. The contractor shall be responsible for restoring the area to its original condition at the completion of the work. The contractor shall be responsible for repair of any damage incurred to buildings, landscaping or hardscape surfaces as a result of storage activities. The contractor is responsible for obtaining any additional off compound storage areas as required since space and parking is very limited on site.
- 7.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR. COR will conduct a final walkthrough of the site with Contractor prior to signing off on job completion.
- 7.8 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR. Refer to 7.1 for further details.
- 7.9 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections, providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections. Contractor is responsible to obtaining all necessary locates and or permits.
- 7.10 At the end of each work day, or notification of a temporary stop order, the contractor shall lower and fix all temporary work platforms and/or harnesses. The contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.
- 7.11 Storm Protection Should warnings of wind of gale force or stronger be issued, the Contractor shall take every precaution to minimize danger to people, the work and adjacent properties. Precautions shall include, but are not limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work. The contractor shall be responsible to reinstate and disturbance or damage to adjacent properties at their own cost.
- 7.12 Cleanup The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all national, provincial and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.

7.13 Landscape Restoration – All hardscape pavement surfaces disturbed and or damaged during construction shall be reinstated to pre-construction condition. All unpaved areas disturbed and or damaged during construction including irrigation shall be reinstated to pre-construction condition using quality irrigation parts, topsoil and sod as approved by the COR. Any landscape plants (trees, shrubs, annuals or perennials) killed or damaged by construction activities shall be replaced with same species and size when applicable and must be approved by the COR.

8. SPECIFICATION

- 8.1 The proposed replacement work shall comprise of full demolition and removal of Phase One existing windows, doors, and frames. Refer to US Embassy supplied reference drawings.
- 8.2 Protect existing structure's exterior and interior walls, all existing interior finishes and furnishings, and all landscaped and hardscaped areas affected by work in this contract. Patch and make good damages to the existing structure's exterior and interior wall materials to remain that are damaged by the work of this contract. Repair and/or replace existing interior finishes and furnishings to remain that are damaged by the work of this contract. Repair and/or replace any damages to landscaped areas and hardscaped areas to remain that are damaged by the work of this contract.
- 8.3 Protect existing structure's roof, eavestrough, flashing, downspouts and roof finishes. Patch and make good damages to the existing structure's roof and associated materials to remain that are damaged by the work of this contract. Repair and/or replace existing roof finishes to remain that are damaged by the work of this contract.
- 8.4 Unless otherwise noted, unlabeled items shown on the supplied reference drawings are intended to remain in place or will be part of Phase Two. Protect fully all unlabeled building elements and existing structure for the duration of work.
- 8.5 Verify all dimensions on site. Dimensions provided on reference drawings are approximate and for reference only.
- 8.6 Job dimensions and site conditions shall be the responsibility of the contractor. Window dimensions vary from window to window and door to door. It is the responsibility of the contractor to verify all window and door sizes before commencing work.
- 8.7 Window types and quantities provided on reference drawings are approximate. Verify all window types and quantities on site.
- 8.8 Some windows and doors include wood casings and trims that need to be repaired or replaced but not indicated on the supplied reference drawings. Ascertain all quantities on site during mandatory site visit and include such work in the tender price and submittals.
- 8.9 Sill profiles may vary throughout the residential building. Contractor shall ensure profiles of each window are surveyed during site visit and accounted for before ordering window units.
- 8.10 Existing frames thickness may differ from window type and door type.

- 8.10.1 Contractor shall ensure window frames of each window type are surveyed during site visit and accounted for before ordering window units.
- 8.10.2 Contractor shall ensure door frames of each door type are surveyed during site visit and accounted for before ordering door units.
- 8.11 Wall construction is unknown. The contractor shall confirm existing conditions during demolition, document, and report to COR prior to proceeding with further work.
- 8.12 Carefully remove all Phase One existing window sashes, frames, trim and/or casing (only required if damaged by removal of existing windows), hardware, window treatments (including wood shutters), and associated materials affected by work. Ensure all Phase One existing sills, stools, aprons, moldings, and walls to remain are protected. Patch and make good existing wall surfaces, moldings, aprons, stools, and sills to match original condition. Provide clean window opening and prepare window opening ready to receive new window units.
- 8.13 Carefully remove all Phase One existing doors, frames, trim and/or casing (only required if damaged by removal of existing doors), hardware, and associated materials affected by work. Ensure all Phase One existing moldings, walls and floors to remain are protected. Patch and make good existing wall surfaces, floor surfaces, and moldings to match original condition. Provide clean door opening and prepare door opening ready to receive new door units.
- 8.14 Carefully remove Phase One existing insect screens and handover to US Embassy.
- 8.15 Existing cedar shingles at dormer windows are subject to removal in order to properly execute the removal and installation of new windows. Remove adjacent surrounding wood trims and boards. Reinstate the new wood boards and provide new paint finish to match original condition. Reinstate cedar shingles with new shingles. Where existing copper flashing is damaged by work, repair and replace with like kind.
- 8.15.1 Copper material shall not be in contact with aluminum material.
- 8.16 Contractor is responsible to investigate the structural wood framing for any wood decay after existing windows and doors are removed. If positive for wood decay, the contractor shall report it to the COR prior to the installation of the new window.
- 8.17 Existing precast concrete (or wood) sub-sills to remain. Document and report any damages discovered to existing masonry sub-sills. Protect fully for the duration of work. Repair and make good as required.
- 8.18 Existing exterior stucco cladding to remain. Where existing windows and doors in stucco walls are surrounded by an exterior wood board trim, contractor shall remove old wood boards prior to installation of new windows and doors and remove adjacent stucco to the extent required or as directed by the COR. Protect adjacent stucco finishes and wood trims beyond area of work. Reinstate with new traditional stucco and new wood boards to match exactly the original building materials and provide new matching paint finish. Feather new stucco to existing stucco and provide new matching paint finish. Provide edge trim equal to existing where stucco meets window.

- 8.19 Existing window sills, stools, apron, and molding that are damaged must be repaired or replaced with sills, stools, aprons, and moldings that are of matching material, profile, and color.
- 8.20 Existing window sill and apron: Maintain and protect fully for the duration of the work where possible. Where removal is necessary in order to remove old windows and install new windows, provide new wood stools and aprons to match. In locations where stools have been retained, patch and make good as required to new condition.
- 8.21 Retain existing interior gypsum board walls and minimize removal as much as possible. Patch and make good with new gypsum board (if existing finish is different from gypsum board, notify the COR for appropriate direction).
- 8.22 Retain existing floors and finishing. Existing floors and finishing that are damaged by work must be repaired or replaced with matching material, color and style.
- 8.23 Existing door trim and molding that are damaged must be repaired or replaced with trim and moldings that are of matching material, profile, and color.
- 8.24 Where existing copper flashing is damaged by work, repair and replace with like kind.
- 8.24.1 Copper material shall not be in contact with aluminum material.
- 8.25 Replace wood sub-sill were existing wood sub-sill is damaged with pressure-treated sub-sill for all new window openings.
- 8.26 Replace wood sub-sill with pressure-treated sub-sill for all new door openings.
- 8.27 Install new hermetically sealed glazed units for all windows and doors.
- 8.28 Install Phase One casement and fixed windows. All windows shall have retractable, insect screens with high transparency mesh.
- 8.29 Install window #51, in third floor bedroom, with hinged casement operations. Window operation is to ensure access to rooftop.
- 8.30 Install Phase One doors.
- 8.30.1 Door #1, French doors in the dining room, shall have screen doors with high transparency
- 8.30.2 Door #5, French doors in the master bath, shall have screen doors with high transparency mesh.
- 8.30.3 Door #6, door in the master closet, shall have screen doors with high transparency mesh.
- 8.31 All Phase One window and door units shall have Low-E coating, with gas filled insulated glazing units.

- 8.32 All Phase One window and door units shall be manufactured of solid core wood frames naturally resistant to moisture absorption, decay, and insect infestation. The wood components of Phase One windows and doors shall be factory-treated with a water repellant/wood preservative sealant.
- 8.33 All Phase One window and door units shall be manufactured with a pre-finished heavy duty extruded aluminum clad exterior. The cladded exterior shall be anodized aluminum. The quality of the extruded cladding must ensure resistance to denting and retain shape. Color and style of cladded exterior shall match original conditions.
- 8.33.1 Provide color samples of exterior cladding with tender price and submittals.
- 8.33.2 All finish colors and style must be approved by COR
- 8.34 The interior wood surface of Phase One window and door units shall be factory primed and ready to receive new paint finish.
- 8.34.1 Provide color samples of paint finish with tender price and submittals.
- 8.34.2 All finish colors must be approved by COR
- 8.35 The contractor is responsible to paint all interior wood of Phase One window and door units after installation. Apply two coats of Benjamin Moore Aura paint or equal. New paint finish shall match existing conditions.
- 8.36 Provide new ¾ inch thick (minimum) continuous plywood blocking at perimeter of all window openings. Use galvanized anchors.
- 8.37 Fill all gaps between plywood blocking and furring and rough openings with spray foam insulation and between new window/door frames and plywood furring.
- 8.38 Install backer rod and/or spray foam insulation to completely close off any air cavity or gap between the exterior building envelope and interior wall construction.
- 8.38.1 Provide backer rod and caulking for all windows and doors.
- 8.39 Clean window jam and sill thoroughly, fill any hole in jam or sill with insulation or caulking.
- 8.40 Cover entire plywood blocking/furring perimeter with flexible air barrier membrane flashing (apply to all window and door openings). Overlap onto concrete (or wood) sub-sill and onto adjacent wall surface. Excess will be cut away following the installation of windows and doors and prior to application of sealant.
- 8.41 Sill piece may vary from manufacturer to manufacturer. Embed in a double row of sealant prior to final application and anchor sills securely. Seal edges at extremities.
- 8.42 Apply sealants, insulation and vapor barrier at all Phase One window and door locations.

- 8.42.1 Apply sealants, insulation and vapor barrier as per manufacture's specifications and instructions.
- 8.43 Provide new wood trim and/or casing as required to match original condition for all new windows and doors. If matching original condition is not possible due to new window or door positioning, modify trim and casing to suit.
- 8.43.1 Provide color samples of paint finish with tender price and submittals.
- 8.43.2 All finish colors must be approved by COR
- 8.44 Provide new anodized aluminum drip flashing at head of window and doors in same color as window cladding. Attach and seal flashing to face of stucco cladding to face of exterior wall. Seal upper joint with poly-bitume sealant. Where substrate wall surface is accessible, apply flexible air barrier membrane flashing over metal flashing.
- 8.44.1 Provide color samples of flashing with tender price and submittals.
- 8.44.2 All finish colors must be approved by COR
- 8.45 Exhaust of CW-4 shall be incorporated as part of the new window unite and type.
- 8.46 Install new door and window units as per manufacture's specifications and instructions.
- 8.47 Install shatter-resistant window film (SRWF) (8 mil or performance equivalent) on all Phase One windows and glass doors.
- 8.48 Door and window hardware and locking sets must be approved by COR and Security Representatives prior to ordering from manufacture. Provide samples and data sheets with tender price.
- 8.49 Latching or locking mechanisms are required for all window units. Window units must lock from the inside.
- 8.50 All door units shall have deadbolt-type, single-cylinder locks.
- 8.51 French-style doors shall have integrated surface, slide bolts installed at the ceiling and floor level of each door.
- 8.52 Exterior/interior colors and types of the new doors and windows, including the finishing materials (trim, etc), shall match original conditions.
- 8.53 All matching finishes shall match original finish, sheen, color, and texture.
- 8.54 Paint quality for both indoor and outdoor paint shall be Benjamin Moore Aura or equal.
- 8.54.1 Provide all color samples with tender price and submittals.

8.54.2 All finish colors must be approved by COR

9. WARRANTY

- 9.1 Provide warranty, in writing, on materials and workmanship, from the date of project completion.
- 9.2 Provide manufacturer's warranty on all materials used to complete this project.
- 9.3 Manufacture's product warranty for window and door units shall be no less than 20 years for exterior cladding, paint finish, glazing, and wood components.

10. CRITERIA

10.1 The Contractor's work shall be in accordance with U.S. and local codes and standards.

11. DELIVERABLE SCHEDULE

- 11.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified under the contract.
- 11.2 Project Completion: Furnish and electronic copy and three copies of maintenance and operating information, Contractor's three year workmanship guarantee, and product information (data sheets, shop drawings, and literature) of all items installed. Contractor is responsible to provide the Embassy with an electronic version of shop drawings done to scale as a PDF and or CAD file (2014 compatible version and current version) at the completion of the project.

12. PROJECT SECURITY

- 12.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.
- 12.2 The contractor is required to submit completed "AUTHORITY FOR RELEASE OF INFORMATION GOVERNMENT OF CANADA" forms for all workers and sub-contractors assigned to the project prior to commencing work, in order to have a security clearance performed. Blank form is attached. Contractors will also be required to submit vehicle information on all assigned vehicles prior to commencing work.
- 12.3 The Contractor shall submit this information including construction vehicle requirements within 10 calendar days of the Notice to Proceed.

DS-7673 - Canada Authority for Release Information

(Form will be provided upon award to the selected contractor)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

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

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer;, or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ______ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]; and
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 <u>52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO</u> INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an

agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions:

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

$\underline{ (a) [ax]}$	payer 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	

K.4 RESERVED

- K.5 52.204-8 -- Annual Representations and Certifications. (NOV 2017)
- (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310 and 237990.
 - (2) The small business size standard is \$36.5M.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - □ (i) Paragraph (d) applies.

- □ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, 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) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (v) <u>52.204-5</u>, 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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations. Representation.
- (vii) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) <u>52.209-11</u>, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) <u>52.214-14</u>, 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.
- (x) <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.

- (xiv) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- (xv) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at <u>52.204-7</u>.
- (xix) <u>52.225-2</u>, Buy American Certificate. This provision applies to solicitations containing the clause at <u>52.225-1</u>.
- (xx) <u>52.225-4</u>, Buy American.Free Trade Agreements.Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) <u>52.225-6</u>, Trade Agreements Certificate. This provision applies to solicitations containing the clause at <u>52.225-5</u>.
- (xxii) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan.Certification. This provision applies to all solicitations.
- (xxiii) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) <u>52.226-2</u>, 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) <u>52.222-52</u> , Exemption from Application of the Service Contract Labor Standards to
Contracts for Certain Services-Certification.
(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for
EPA-Designated Products (Alternate I only).
(vii) <u>52.227-6</u> , Royalty Information.
(A) Basic.
(B) Alternate I.
(viii) <u>52.227-15</u> , Representation of Limited Rights Data and Restricted Computer Software. (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov . After reviewing the SAM database information,
the offeror verifies by submission of the offer that the representations and certifications currently posted
electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been
entered or updated within the last 12 months, are current, accurate, complete, and applicable to this
solicitation (including the business size standard applicable to the NAICS code referenced for this
solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR $\underline{4.1201}$);
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)
(Elid of provision)
K.6 <u>52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC</u> <u>CORPORATIONS—REPRESENTATION (MAY 2011)</u>
(a) <i>Definition</i> . "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) <i>Relation to Internal Revenue Code</i> . An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 <u>U.S.C. 7874</u> .
(c) <i>Representation</i> . By submission of its offer, the offeror represents that— (1) It is not an inverted domestic corporation; and
(2) It is not as subsidiary of an inverted domestic corporation. (End of provision)
K.7 <u>52.209-5</u> CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)
(a) (1) The Offeror certifies, to the best of its knowledge and belief, that (i) The Offeror and/or any of its Principals

(A) Are $[]$ are not $[]$ presently debarred, suspended, proposed for debarment, or declared ineligible for
the award of contracts by any Federal agency;
(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil
judgment rendered against them for: commission of fraud or a criminal offense in connection with
obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract;
violation of Federal or State antitrust statutes relating to the submission of offers; or commission of
embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax
evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the
offeror shall also see 52.209-7, if included in this solicitation); and
(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental
entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent
Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A
liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a
judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have
been exhausted.
(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to
pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where
enforced collection action is precluded.
(2) Examples.
(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [[] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.8. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

- (a) Definitions. As used in this clause—
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
 - (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statisti	cal purposes only, the	e offeror shall indicate	whether the place	of manufacture of the
end products it expects	s to provide in respon	se to this solicitation i	s predominantly—	

(1) [] In the United States (Check this box if the total anticipated price of offered end products
manufactured in the United States exceeds the total anticipated price of offered end products
manufactured outside the United States); or

(2) [] Outside the United States.

K.9 <u>52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS</u> <u>OPERATIONS</u> 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.
- (b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.10AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:			
Address:			
Telephone No.:	_		

K.11 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

"Foreign person" means any person other than a United States person as defined below.

"United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)

K.12 <u>52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC</u> 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 <u>9.108-2</u>(b) applies or the requirement is waived in accordance with the procedures at <u>9.108-4</u>.
 - (c) Representation. The Offeror represents that.
 - (1) It \Box is, \Box is not an inverted domestic corporation; and
 - (2) It \square is, \square is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 <u>52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB</u> 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm. These addresses are subject to change.

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

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

PROVISIONS	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
	(JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
	(APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN
	2004)
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

L.2 <u>SOLICITATION PROVISIONS IN FULL TEXT</u>

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>firm fixed price</u> contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the U.S. Embassy Ottawa, 490 Sussex Drive, Ottawa Ontario, Canada.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.3 QUALIFICATIONS OF OFFERORS

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

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references for company and Project manager;
- (4) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Canada then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2. If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (7) The offeror's strategic plan for the DCMR windows and doors replacement to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed

items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
- (d) (1) A copy of the Certificate of Insurance(s) or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
- (8) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as 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.

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, Solicitation, Offer and Award	
	(Construction, Alteration, or Repair), and completed Section K	2
II	Price Proposal and Completed Section B. The price proposal	
	shall include a completed Section J, Attachment 2, "Breakdown	2
	of Proposal Price by Divisions of Specifications".	
III	Performance schedule in the form of a "bar chart" and Business	
	Management/Technical Proposal.	4

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

L.5.2 DETAILED INSTRUCTIONS

- L.5.2.1 <u>Volume I</u>: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.
- L.5.2.2 <u>Volume II</u>: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.).
- L.5.2.3 <u>Volume III</u>: 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 contract completion 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 Project Manager for this project who understands written and spoken English to include resume demonstrating the candidates experience with at least two (2) years in one project similar in scope and magnitude to this requirement where the candidate was a lead person for the contractor or another contractor; and
- (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.

<u>EXPERIENCE AND PAST PERFORMANCE</u> - 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;
- (4) Contract dollar value;

- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes:
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default)
- (12) Identify any accidents or safety concerns that occurred and resolution.

52.236-27 SITE VISIT (FEB 1995) L.6

- (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 site visit has been scheduled for May 25, 2018 at 10:00 A.M.
 - (c) Participants will meet at the DCMR, 46 Rockcliffe Road, Rockcliffe Park Ottawa.

L.7 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

- (a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
- For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AOM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
 - (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ryan Ruta at 613-688-5450. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition

Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.8 <u>MAGNITUDE OF CONSTRUCTION PROJECT</u>

It is anticipated that the range in price of this contract will be between US\$100,000 and \$250,000 or equivalent in local currency.

L.9 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past three (3) years;

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

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

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 <u>GENERAL</u>. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

- (a) <u>INITIAL EVALUATION</u>. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.
- (b) <u>TECHNICAL EVALUATION</u>. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.
- (c) The Government will make a responsibility determination 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.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

M.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

M.3 <u>RESERVED</u>

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.