

Consulate General of the United States of America

360 University Avenue Toronto, Ontario M5G 1S4, Canada

# COVER LETTER FOR RFQ

U.S. Consulate General, Toronto, Canada

Date: June 5, 2018

To: Prospective Offerors

Subject: Amendment 1 - Solicitation number 19CA7018Q0003 - postponed due & site

visit dates

Enclosed is a Request for Quote (RFQ) for HVAC maintenance services. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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.

Manuals regarding the equipment identified in Exhibit A are available for inspection in Maintenance Foreman's Office or online.

Proposals are due by June 15, 2018 at 14:00 local time.

Sincerely,

Contracting Officer

Enclosure

# ROUTINE MAINTENANCE AND MINOR REPAIR SERVICES UNIFORM CONTRACT FORMAT AMENDMENT 1

# **SECTION A**

COVER PAGE - SF-1449

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# SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment, as identified in this solicitation and Exhibit I, for all building maintenance services at 360 University Avenue, Toronto ON M5G 1S4 as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract and exhibits attached in Section J.

# B.2 <u>TYPE OF CONTRACT</u>

This is a fixed price type contract for scheduled maintenance services as defined in the *Facility Maintenance Plan*. The fixed price will include all work, including furnishing all labor, materials, equipment and services, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified. The Government will issue on an annual basis scheduled task orders, which are based on the manufacturer's maintenance plan. The scheduled work orders shall identify the listed system/equipment or other description, machine number, location, task description, for the Contractor to perform the maintenance services specified. (See Exhibit A, Section J).

An indefinite delivery/indefinite quantity type contract will be awarded for unscheduled work or urgently needed services. Individual delivery orders will be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general and administrative expenses, and profit. Hours and labor categories for these delivery orders shall be negotiated into a firm-fixed-priced delivery order using the standards identified in the Means for Maintenance and Repair Costs Data and adjusted for U. S. Consulate General, Toronto (Information regarding this publication can be made to 416-595-6531). The actual amount of work to be performed, an estimate of the professional/technical effort required, the time of such performance, and the location of the property(ies) shall be authorized by delivery orders issued by the Contracting Officer. Orals orders maybe necessary for emergency services however they shall be issued in writing within three business days of the oral instructions. See Exhibit B, Section J for sample of an Unscheduled Work Order.

# B.3 PRICES/COSTS

## B.3.1 Value Added Tax

#### VAT VERSION A

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.

<u>B.3.2</u> All prices shall be submitted in Canadian dollars

#### B.3.3 Scheduled Maintenance Services

- (a) In consideration of satisfactory performance of all the scheduled services required under this contract, the Contractor shall be paid a fixed-price per month for Scheduled Maintenance Services. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor (unless mandated by local law see B.7), or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the maintenance plan is. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.
- (b) Premium pay for services required to be provided on holidays is included only in the fixed prices for Scheduled Maintenance Services.

#### B.3.4 Unscheduled Services

- (a) The fixed hourly rates per labor category shall be used to establish firm fixed-price task orders. Each task order shall be issued in advance and priced by multiplying the hourly rates by the number of hours required.
- (b) The Contractor shall also be reimbursed for costs for any materials/equipment ordered under the task order issued by the Government in conjunction with the Unscheduled Services, as further described in H.14. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handing. If VAT charges are paid then they must be itemized in each task order.

## B. 3.5 Emergency Services

- (a) Emergency services shall be issued and priced at the same rates as unscheduled services, however, work that is required beyond normal working hours or days (see F.8) or 40 hours per week or 8 hours per day and meet the definition of emergency services as defined in C.1.3 may use overtime rates as fixed below.
- (b) The Contractor shall also be reimbursed for costs for any materials/equipment ordered under the task order issued by the Government in conjunction with the Emergency Services, as further described in H.14. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handing. If VAT charges are paid then they must be itemized in each task order.

## B.3.6 Ordering

Ordering - (a) All supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by the Department of State. Orders may be issued from the date of the Contracting Officer's signature until the end of the "Period of Performance" applicable to this contract.

(b) Contractor will be asked to submit a cost proposal (sample shown in Exhibit D) when given a draft scope of work for an unscheduled task.

- (c) Contracting Officer will negotiate and develop firm-fixed-priced delivery orders for each unscheduled or emergency task that needs to be performed.
- (d) All delivery orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

## B.4 BASE PERIOD PRICES

<u>B.4.1. Scheduled Maintenance Services.</u> The fixed-price for the first year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services as defined in C.1.3.1. is:

Per month \_\_\_\_\_\_ x 12 = \_\_\_\_\_\_per year

<u>B.4.2 Unscheduled Maintenance Services.</u> The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

LABOR ESTIMATED HOURLY (for evaluation purposes only)

<u>CATEGORY</u> <u>HOURS</u> <u>RATE</u> <u>Total</u>

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$5,000 CAD.

<u>B.4.3 Emergency Services</u>. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours the following rates shall apply:

LABOR ESTIMATED OVERTIME (for evaluation purposes only)

<u>CATEGORY</u> <u>HOURS</u> <u>RATE</u> <u>Total</u>

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$10,000 CAD.

## B.4.4 Minimum and Maximum Amounts for Unscheduled Maintenance and Emergencies

During this contract period, the Government shall place orders totaling a minimum of 2 orders. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed \$20,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

D.J	FIRST OFFION TEAR PRICES
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maintenance services as defined in C.1.3.1. is:

<u>B.5.1 Scheduled Maintenance Services.</u> The fixed-price for the second year for scheduled

Per mont	th	_ x 12 =	per	year
	s.5.2 Unsches defined in (		nce Services.	The fixed unit prices for unscheduled maintenance
LABOR CATEGO	<u>ORY</u>	ESTIMATED HOURS	HOURLY <u>RATE</u>	(for evaluation purposes only) <u>Total</u>
HVAC T	echnician			
Approxii	nately 4 hou	rs a month.		
Materials	s/Equipment	Not to Exceed	\$5,000 CAD.	
identified	d above for u	nscheduled mai	ntenance shall	es occurring during a normal business day the rates apply. For overtime work or emergencies the following rates shall apply:
LABOR <u>CATEG</u>	<u>ORY</u>	ESTIMATED HOURS	OVERTIME RATE	(for evaluation purposes only) <u>Total</u>
HVAC T	echnician			
Approxii	nately 4 hou	rs a month.		
Materials	s/Equipment	Not to Exceed	\$10,000 CAD.	
<u>B</u>	5.5.4 Minim	num and Maxim	um Amounts f	or Unscheduled Maintenance and Emergencies
orders. T	This reflects to of all orders s	the contract mir	simum for unso \$20,000.00.	nt shall place orders totaling a minimum of 2 cheduled orders for this period of performance. The This reflects the contract maximum for unscheduled
B.6 <u>S</u>	ECOND OP	TION YEAR P	<u>RICES</u>	
maintena	nce services	led Maintenanc as defined in C _ x 12 =	.1.3.1. is:	e fixed-price for the third year for scheduled year
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LABOR ESTIMATED HOURLY (for evaluation purposes only)
CATEGORY HOURS RATE Total

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$5,000 CAD.

<u>B.6.3</u> Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours the following rates shall apply:

LABOR ESTIMATED OVERTIME (for evaluation purposes only)

<u>CATEGORY</u> <u>HOURS</u> <u>RATE</u> <u>Total</u>

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$10,000 CAD.

# B.6.4 Minimum and Maximum Amounts for Unscheduled Maintenance and Emergencies

During this contract period, the Government shall place orders totaling a minimum of 2 orders. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed \$20,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

# B.7 THIRD OPTION YEAR PRICES

<u>B.7.1</u>	Scheduled Maintenance Service	<u>ces.</u> The fixed-price for the third year for scheduled
maintenance	services as defined in C.1.3.1. is	s:
Per month	x 12 =	per year

<u>B.7.2 Unscheduled Maintenance Services.</u> The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

LABOR ESTIMATED HOURLY (for evaluation purposes only)

<u>CATEGORY</u> <u>HOURS</u> <u>RATE</u> <u>Total</u>

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$5,000 CAD.

<u>B.7.3 Emergency Services.</u> For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours the following rates shall apply:

LABOR ESTIMATED OVERTIME (for evaluation purposes only)

<u>CATEGORY</u> <u>HOURS</u> <u>RATE</u> <u>Total</u>

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$10,000 CAD.

B.7.4 Minimum and Maximum Amounts for Unscheduled Maintenance and Emergencies

During this contract period, the Government shall place orders totaling a minimum of 2 orders. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed \$20,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

## B.8 FOURTH OPTION YEAR PRICES

B.8.1	Scheduled Maintenance	<u>e Services.</u> The fixed-p	price for the third year	r for scheduled
maintenance	services as defined in C.	1.3.1. is:		
Per month	x 12 =	per year		

<u>B.8.2 Unscheduled Maintenance Services.</u> The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

LABOR ESTIMATED HOURLY (for evaluation purposes only)

CATEGORY HOURS RATE Total

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$5,000 CAD.

<u>B.8.3 Emergency Services.</u> For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours the following rates shall apply:

LABOR ESTIMATED OVERTIME (for evaluation purposes only)

CATEGORY HOURS RATE Total

**HVAC** Technician

Approximately 4 hours a month.

Materials/Equipment Not to Exceed \$10,000 CAD.

# B.8.4 Minimum and Maximum Amounts for Unscheduled Maintenance and Emergencies

During this contract period, the Government shall place orders totaling a minimum of 2 orders. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed \$20,000.00. This reflects the contract maximum for unscheduled services for this period of performance.

GRAND TOTAL	
Base Year Total: First Option Year Total: Second Option Year Total: Third Option Year Total: Fourth Option Year Total:	
GRAND TOTAL:	

# SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

# C.1. INTRODUCTION

<u>C.1.1</u> General. The Consulate General, Toronto requires a building maintenance service Contractor to perform both scheduled and unscheduled work orders on US Government owned and long term leased properties. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract. The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the U.S..

C.1.2 Personnel. The Contractor shall be responsible for providing qualified technicians (with at least one of each trade at the journey-man level or equivalent) with relevant experience of more than 3 years to meet the minimum requirements established below to perform maintenance services in accordance with the maintenance plan shown in Exhibit A and unscheduled services. Helper positions do not need to meet this 3 year minimum requirement. Personnel shall meet the minimum criteria for labor categories shown in Section B.4.2 as identified in Exhibit C.

## C.1.3 Definitions.

"Chancery" means the building of the embassy used for official activities or means the official residence of the ambassador.

"CMMS" is a computer maintenance management system such as PASS/RPA (real estate management system), PMCI or QUIBIC.

"CMP" is a comprehensive maintenance plan

"Daily" means 5 days per week, on each non-holiday workday.

"DCMR" means the official residence of the Deputy Chief of Mission.

"Emergency Services" are task orders which require immediate attention. May involve working other than normal work day or hour as defined in F.8. Contractor required to respond to call within 8 hours and take action to minimize emergency situation.

"EOB" means Embassy Office Building.

"Execution Plan" is submitted by the Contractor and defines the methods and disciplines used to carry out the maintenance plan as provided in Exhibit A.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"HVAC" means Heating Ventilating Air Conditioning.

"Make Readies" should be negotiated as unscheduled work orders.

"NOB" means New Office Building

"PM" means Preventive Maintenance

"Routine Maintenance and Repair" includes the preservation in a sound state of real property and might include day-to-day electrical and plumbing work, and the purchase of maintenance stock.

"Scheduled Maintenance Services" includes all routine maintenance functions identified in the Exhibit A, Comprehensive Maintenance Plan or Facility Maintenance Plan, for Post systems and equipment.

"Unscheduled Maintenance and Repair Services" includes minor maintenance and repair services which are not identified in the Comprehensive Maintenance Plan or Facility Maintenance Plan.

- <u>C.1.3.1</u> The Contractor shall provide an Executive Plan to carry out the maintenance as shown in Exhibit A. These duties and responsibilities described in Subsection C.1.5. The Contractor shall provide a draft of the Executive Plan to the COR for review 30 days after contract award.
- <u>C.1.4 Location, Service, Kind of Personnel</u> A sample listing of locations, kinds of services, and personnel by category, is provided in Exhibit A (Department of State Real Estate Management System and Preventive Maintenance Work Order Tasks). A sample of an unscheduled order is described in Exhibit B and is for illustration only and will not necessarily be identical to services provided under this contract.

## C.1.5 Duties and Responsibilities.

#### C.1.5.1 General:

The Contractor shall perform preventive maintenance as outlined in Exhibit A – MAINTENANCE PLAN. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.

The Contractor shall inventory, supply and replace expendable parts (eg, filters, belts, hoses, gaskets) that have become worn due to wear and tear.

#### C.1.5.2 Outline of HVAC Services to be Performed: (ALL PROPERTIES)

Services to be performed by these engineers shall include those outlined below. Damage or situations requiring major or specialized remedial services shall promptly be brought to the attention of the COR or the Embassy Buildings Management Office, and efforts shall be made to minimize such trouble or damage until proper corrective action can be taken. Major and specialized repairs shall be carried out by the Government, independent of this contract. Services to be performed as part of scheduled maintenance to include:

#### C.1.5.2.1 HVAC

(1) Operating the Heating/Ventilation/Air Conditioning(HVAC) systems according to the pertinent seasonal cooling/heating requirements as prescribed by the COR.

- (2) Providing seasonal (i.e. off-, pre-, and post-season) servicing on the heating and air-conditioning plant equipment.
- (3) Making insulation tests, adjusting relays, resetting circuit breakers, cleaning contact surfaces.
- (4) Making minor repairs to the systems and their equipment in accordance with scheduled and unscheduled work orders. Replacement parts are Not supplied by Government
- (5) Keeping records on power consumption and operation/maintenance/repair of major equipment, as defined by Post, on a daily basis, in a continuous calendar-day series: these records shall remain the property of the Government and be available for inspection by the COR or his staff at any time.
- (6) Inspecting pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary.
- (7) Inspecting valves for restriction, leaks and other trouble symptoms, and adjusting as necessary.
- (8) Inspecting cooling towers, checking condition of cooling water, if dirty replacing with clean water. Cleaning strainers when replacing cooling water. Insuring that the water treatment equipment is properly working and that the water is being treated in accordance with manufacturer's recommendations.
- (9) Performing periodic cleaning, washing and/or replacing of all air filters for air handling and fan coil units at all properties. The terms "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used and "replacing" where unwashable/throwaway filters are used. Replacement filters are Contractor supplied.
- (10) Inspecting all HVAC work including pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, toilet fixtures, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions; providing routine servicing such as retightening, caulking, lubricating, and performing first echelon maintenance. All supplies and equipment (except ordinary tools such as screwdrivers, wrenches, etc.) needed for the repairs shall be furnished by the Government, subject to the approval of the COR

The detailed work requirements and instructions including emergency works shall be provided by the Contracting Officer to the Contractor's Liaison who shall supervise, schedule, and manage the performance of the assignments.

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

## C.2 SUPERINTENDENCE BY CONTRACTOR:

The entire operation of the contracted services shall be superintended by the Contractor's liaison, who shall maintain a close contact with the Contracting Officer and the COR in order to coordinate the performance of the contracted services with the needs of the Government.

The liaison, (or his/her qualified assistant), shall be on duty throughout the normal operating hours of the Consulate.

## C.3 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including 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 requirements. Copies of the weekly inspection reports shall be provided to the COR.

Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

- C.3.1 Monthly Report: The Contractor shall render a monthly building maintenance report, summing up observations resulting from the inspections, difficulties or irregularities encountered, measures taken, improved conditions, repairs or services needed (those beyond the Contractor's responsibilities), special work done, recommendations, and other matters related to operation and maintenance of the buildings and facilities covered by this contract. The monthly report shall be provided in a format similar to the one in Exhibit F, signed by an authorized representative of the Contractor, and shall be submitted to the COR, together with the Contractor's monthly invoice.
- <u>C.3.2 Inspection by Government:</u> The services being performed hereunder and the supplies furnished therefor will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all 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.

# SECTION D PACKAGING AND MARKING

# D.1 MATERIALS DELIVERED TO THE SITE SHALL BE MARKED AS FOLLOWS:

Attn: Maintenance Foreman Wayne Johnston

225 Simcoe St

Toronto ON m5g 1S4

# SECTION E INSPECTION AND ACCEPTANCE

#### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a> or <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a>

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 <a href="http://www.statebuy.state.gov/">http://www.statebuy.state.gov/</a> to see the links to the FAR. You may also use an internet "search engine" (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

## E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

	PWS	
Performance Objective	Paragraph	Performance Threshold
Services Performs all maintenance services set forth in the Performance Work Statement (PWS)	C.1 thru C.4	All required services are performed and no more than one (1) customer complaint is received per month

- <u>E.2.1 Surveillance</u>. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- <u>E.2.2 Standard</u>. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services Fixed Price (AUG 1996)), if any of the services exceed the standard.

## E.2.3 Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
  - (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
  - (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

# SECTION F DELIVERIES OR PERFORMANCE

#### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a> or <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a>

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 <a href="http://www.statebuy.state.gov/">http://www.statebuy.state.gov/</a> to see the links to the FAR. You may also use an internet "search engine" (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

## FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	TITLE AND DATE
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.242-14	SUSPENSION OF WORK (APR 1984)

## F.2 PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until June 30, 2019, with 4 option years. Individual delivery orders for unscheduled work will identify completion times for specific unscheduled/urgent tasks.

F.3 DELIVERABLES				
The following items shall be delivere	d under this	s contract:		
			Deliver	
Description	Quantity	Delivery Date	To	
C.1.3.2 Execution Plan	1	30 days after award	COR	
C.3. Quality Assurance Plan	1	10 days after award	COR	
		7 days after end of weekly		
C.3. Inspection Report	1	period	COR	
C.3.1. Building Maintenance Report	1	5th day of each month	COR	
H.1.2.3. Bios on Personnel	1	10 days after award	CO	
H.4. Insurance/Licenses & Permits				
to operate business in Canada	1	Along with bid submission	CO	
H.10.1 Safety Plan	1	30 days after contract award	COR	
H.7.1 Waste Disposal Report	1	Last day of each month	COR	

## F.4 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification to the delivery order 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, nor (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.5 NOTICE OF DELAY

In the event 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 completion of the project after the completion date, the Contractor shall notify the Contracting Officer of 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. Such notice shall be given promptly, and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

# F.6 NOTICE TO PROCEED

- (a) Following receipt from the Contractor of any evidence of insurance within the time specified in Section H of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed prior to receipt and acceptance of any evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Government before receipt of the required insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

## F.7 WORKING HOURS

All work shall be performed during the hours of 8:00 am and 5:00 pm local time, Monday to Friday, except for the statutory holidays. Other hours, initiated by the Contractor, may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be cause for a price increase.

#### F.8 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, (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 (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.8 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

Contractor furnished materials include but are not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse), shall be maintained in the onsite inventory. See 7.1.2.

Repairs are not included in this contract. See 7.1.3. Exclusions.

Disposal of used oil, fuel, battery and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

## F.9 POST AWARD CONFERENCE

A post award conference will be held, 5 days after contract award, at the US Consulate General, Toronto: 360 University Avenue, Toronto ON M5G 1S4 to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect the progress under this contract.

#### SECTION G - CONTRACT ADMINISTRATION DATA

# G.1 <u>652.242-70</u> <u>CONTRACTING OFFICER'S REPRESENTATIVE (COR)</u> (AUG 1999)

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

#### G.1.1 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.

## G.2 PAYMENT

<u>G.2.1</u> General. The Contractor's attention is directed to Section I, 52.232-1, "Payments", and 52.232-5, "Payments Under Fixed-Price Contracts". The following subsections elaborate upon the information contained therein. All invoices should contain copies of the signed work orders completed that month and status information on those not completed. Completed work orders shall bear the signature of the Contractor's quality control personnel. Work orders shall consist of all preventive maintenance orders as well as unscheduled and emergency orders issued since the submittal of the last invoice.

Invoices shall be submitted in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

US Consulate General 360 University Avenue, Toronto, ON M5G 1S4

EMAIL: <u>Torontoinvoices@state.gov</u>

# G.2.2 Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price preventive maintenance fee.

In addition, the Contractor shall provide the following support for each request for payment for additional, seasonal, and emergency services:

For unscheduled or emergency work orders, invoices should indicate the value of labor and materials completed and in place.

#### G.2.3 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 his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

#### G.2.4 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 which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

# G.2.5 Additional Withholding

Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover

(a) Any 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.

# G.2.6 Payment

In accordance with FAR 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

## G.3 VALUE ADDED TAX

#### VAT VERSION A

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.

# G.3.1 Recordkeeping Requirements

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

- The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.
- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on parts installed for unscheduled and emergency services only.

Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

# SECTION H SPECIAL CONTRACT REQUIREMENTS

## H.1 ISSUANCE OF TASK ORDERS FOR UNSCHEDULED/EMERGENCY WORK

- (a) Unscheduled work and emergency work shall be authorized only through the issuance of task orders executed by the Contracting Officer. Task orders shall be established on a firm fixed-price basis (using the hourly rates identified in Section B and negotiated hours) and shall be modified solely by a written modification executed by the Contracting Officer. Emergency services may require the use of oral orders however a written order shall be provided within 3 business days of the verbal authorization.
- (b) The Contractor shall perform only those unscheduled/emergency services specifically authorized in the individual delivery orders issued under this contract. The Contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders except that no delivery order shall be issued hereunder after the expiration of this contract.

## H.2 ORDERING OFFICIAL

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer.

#### H.3 BOND REQUIREMENTS

## H.3.1 Bonds Required

The Contractor shall furnish comparable alternate performance security, in the form of a Bank letter, approved by the Government.

## H.3.2 Time for Submission

The Contractor shall provide the required above within thirty (30) calendar days of contract award. Failure to timely submit the required comparable alternate performance security, in the form of a Bank letter, may result in rescinding or termination of the contract by the Government.

#### H.3.3 Coverage

The 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.4 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required 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)

1. Bodily Injury, On or Off the Site, in Canadian Dollars				
Per Occurrence	Maximum allowed, as per Ontario Law			
Cumulative	Maximum allowed, as per Ontario Law			
2. Property Damage, On or Off the Site, in Canadian Dollars				
Per Occurrence	Maximum allowed, as per Ontario Law			
Cumulative	Maximum allowed, as per Ontario Law			

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 therefrom, 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.4.1 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.4.2 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". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

## H.4.3 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar 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.5 GOVERNING LAW

The contract and the interpretation thereof shall be governed by the laws of the United States.

## 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 facilities 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 among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall provide on a monthly basis an environmental waste report which describes any occurrence of and disposal of hazardous waste encountered during performance of this contract and any resulting delivery orders issued herein.

#### 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

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as 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, except for any completed unit of work which may have been accepted in writing under individual delivery orders.

#### H.9 MAINTENANCE 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) <u>Occupied Premises</u>. 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) <u>Requests from occupants</u>. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.
- (c) <u>Access limited</u>. 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 SAFETY

#### H.10.1 Accident Prevision

- (a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--
- (1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (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 or loss 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 the work, the Contractor shall--
    - (1) Submit a written proposal for implementing this clause; and
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) 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 at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping 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 stop work order issued under this clause.

#### H.11 SUBCONTRACTORS AND SUPPLIERS

#### H.11.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, materialmen 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 therefor 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.11.2 Approval of Subcontractors

- (a) <u>Review and approval</u>. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar 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.12 CONTRACTOR PERSONNEL

#### H.12.1 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 amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. 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.12.2 Maintenance Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

Full Name:
Place and Date of Birth:
Current Address:
Identification Number:
Completed form DS-7673

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

#### H.12.3. Standards of Conduct

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

- (b) Uniforms and Personal Equipment. The Contractor 's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms. The Contractor shall provide for each employee and supervisor, uniforms and personal equipment as detailed in Section J, Exhibit H CONTRACTOR FURNISHED MATERIALS. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.
- (c) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- (d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient Government operations.
- (e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- (f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.
- (g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

#### H.13 MATERIALS AND EQUIPMENT

# H.13.1 Selection and Approval of Materials

- (a) <u>Standard of Quality</u>. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.
- (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 to the Contracting Officer, for approval, 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 thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. 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.13.2 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 this U.S. Government project.

#### H.14 SPECIAL WARRANTIES

# H.14.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

## H.14.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and 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 requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### H.15 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop or suspend any or all work under the contract 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 stop work for such a cause. See FAR 52.252-14, Suspension of Work, in Section I.

## H.16 CONTRACTOR INVENTORY PROGRAM

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This includes both c and Government furnished property. Use procedures shall ensure that the property, equipment, and materials, will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and recordkeeping, for all property, equipment and materials used by the Contractor. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense. See C.3.1. and F.3.

# SECTION I CONTRACT CLAUSES

# I.1 <u>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a> or <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a>

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 <a href="https://www.ecfr.gov/cgi-bin/text-">https://www.ecfr.gov/cgi-bin/text-</a>

<u>idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl</u> to see the links to the FAR. You may also use an internet "search engine" (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (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 GOVE	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE ERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8 ILLEG	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR SAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10 ACTIV	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER VITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-18	COMMERCIA LAND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, 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)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-21 OR PR	REQUIREMENTS FOR COST OR PRICING DATA RICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
52.216-7	ALLOWABLE COST AND PAYMENT (JUNE 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2008)
52.225-14 TRAN	INCONSISTENCY BETWEEN ENGLISH VERSION AND SLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (FEB 2016)
52.228-11	PLEDGES OF ASSETS (JAN 2012)

52.228-13	ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
52.228-14	IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-1	PAYMENTS (APR 1984)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002) (applicable to individual delivery orders)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATIONS OF FUNDS (JUNE 2013)
52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-27 (JAN 2017)	PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (applicable to individual delivery orders)
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)
52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY EFT – OTHER THAN SAM (JULY 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)
52.236-3	SITE INVESTIGATIONS 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 EQUI	PROTECTION OF EXISTING VEGETATION, STRUCTURES PMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE (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)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-13	BANKRUPTCY (JULY 1995)
52.243-1 52.244-6 52.245-1	CHANGES - FIXED-PRICE (AUG 1987) – Alternate II (APR 1984) SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017) GOVERNMENT PROPERTY (JAN 2017)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

(The following clause is applicable to repairs negotiated under individual task orders)

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

I.2 FAR Clauses Included in Full Text.

# 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which-
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

## I.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

# I.4 <u>52.216-19</u> ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor--
    - (1) Any order for a single item in excess of \$3,500.00;
    - (2) Any order for a combination of items in excess of \$3,500.00; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- ((d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

# I.5. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the

Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

## I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

# I.7 <u>52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT</u> (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### I.8 RESERVED

#### I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

- (a) As used in this clause-Contract-
- "Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type 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 be required to furnish performance and payment bonds to the Contracting Officer as follows:
- (l) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.
- (2) Payment Bonds (Standard Form 25A) The penal amount of payment bonds shall be 20 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 20% of the increased 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, 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: <a href="http://www.fms.treas.gov/c570/c570.html">http://www.fms.treas.gov/c570/c570.html</a>
- (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 furnished labor or material for use in the performance of the contract.

# I.10 <u>52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR</u> (APR 1984)

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

# DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

(End of clause)

#### I.12 652.243-70 NOTICES (AUG 1999)

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

#### I.13 652.242-73 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.14 652.216-70 ORDERING-INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

# I.15 <u>652.237-72</u> <u>OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)</u>

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

New Year's Day (CAN/US)

Martin Luther King's Birthday (US)

Washington's Birthday/Family Day – ON (CAN/US)

Good Friday (CAN)

Easter Monday (CAN)

Victoria Day (CAN)

Memorial Day (US)

Canada Day (CAN)

Independence Day (US)

Civic Holiday – ON (CAN)

Labor Day (CAN/US)

Columbus Day/Canadian Thanksgiving Day (CAN/US)

Veterans Day/ Remembrance Day (CAN/US)

Thanksgiving Day (US)

Christmas Day (CAN/US)

Boxing Day (CAN)

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or 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.
- (c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
  - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
  - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

# I.16 <u>652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)</u>

- (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.17 <u>652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)</u>

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.18 <u>652.236-70 ACCIDENT PREVENTION (APR 2004)</u>

- (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 depth;
    - (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.

#### I. 19 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

	SECTION J								
LI	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS								
Exhibit A	Facility Maintenance Plan								
Exhibit B	Sample Work Order Form								
Exhibit C Minimum Requirements for Personnel									
Exhibit D Sample Cost Proposal to be submitted by Contractor for Delivery Order									
Exhibit E Government Furnished Property (if any)									
Exhibit F	Sample Monthly Report Form								
Exhibit G	Annual Inspection/Equipment History/Facility Condition Forms								
Exhibit H	Contractor Furnished Property								
Exhibit I	Sample Bank Letter of Guaranty								
Exhibit J	List of equipment								

# Exhibit A Maintenance Plan

# **Duties to be performed Monthly**

Procedures

# Preventive Maintenance Checklist:

Code: AS32MO Description: Asset Type:	Frequency: MO Estimated Time (hours): 0.3 AC SPLIT SYSTEM, CONDENSER/HEAT PUMP AC-SPLIT SYS
(T)ools, (S)afety Equipm	ent, and (M)aterials Required
1	Cleaning Materials.
2	Water hose.
Safety Procedures	
1	Follow site safety procedures and your supervisor's instructions.
2	Schedule outage with operating personnel.
3	Use extreme caution when climbing roof access ladders.
4	Perform applicable lockout/tagout steps of site safety procedures.
5	Record and report equipment damage or deficiencies.
6	Review and follow the manufacturer's O&M instructions.
7	Follow safety and environmental procedures for refrigerants.
8	Don't vent refrigerants. Refrigerants must be recovered.
9	Record quantities of refrigerants added or removed.
10	Record results in the component maintenance log.

Clean dust and dirt from entire unit and all ventilation ports. Check for visible damages.

Wash coils with water hose. Only use a pressure wash or coil clean solution if absolutely necessary.

#### Preventive Maintenance Checklist:

Code: ACC12MO Frequency: MO Estimated Time (hours): 1

Description: AIR COOLED CONDENSER

Asset Type: AC CONDENSER

# (T)ools, (S)afety Equipment, and (M)aterials Required

olset.
)

- Refrigerant manifold gage set.
- 3 Cleaning materials.
- 4 Ladder.
- 5 Coil cleaner.
- 6 Low pressure washer and water hose.
- 7 Fin comb.

# Safety Procedures

1 Schedule work with operating personnel.

2 Follow site safety rules for lockout and tagout.

3 Be very careful when climbing roof access ladders.

Review and follow the manufacturer's instructions.

5 Follow safety and environmental rules for refrigerants.

6 Don't vent refrigerants. Refrigerants must be recovered.

Submit a work order if refrigerants need to be added.

8 Report any problems you find.

9 Record the results in the maintenance log.

#### Procedures

#### Unit Basic Checks:

Manually rotate the condenser fans to ensure free movement and check motor bearings for wear.

Verify that all of the fan mounting hardware is tight.

Verify that all wire terminal connections are tight.

Inspect and clean the condenser coils for dirt and foreign debris.

Inspect the compressor and condenser fan motor contactors. If the contacts appear severely burned or pitted, replace the contactor. Do not clean the contacts.

Check compressor oil level (unit Off).

Check operational parameters (Unit Running):

Check and record head pressure.

Check and record suction pressure.

Check and record discharge pressure.

#### Preventive Maintenance Checklist:

Code: AH16MO Frequency: MO Estimated Time (hours): 1

Description: AIR HANDLING UNIT (BELT DRIVE)

Asset Type: AHU

(T)ools, (S)afety Equipment, and (M)aterials Required

- Mechanics tool set.
- 2 Vacuum and cleaning materials.
- 3 Belts
- 4 Replacement filters.

Safety Procedures

- Schedule work with operating personnel.
- 2 Follow site safety rules for lockout and tagout.
- 3 Review and follow the manufacturer's instructions.
- 4 Record equipment damage or deficiencies.
- 5 Follow safety and environmental procedures for handling refrigerants (DX units only).
- 6 Record results in the equipment history log.

Procedures

Check for unusual noise, vibration or leakage.

Check, clean and adjust grills, dampers, vanes, linkages as required.

Check belts for wear and cracks, adjust tension or alignment, and replace belts when necessary.

Check filters and change if necessary.

Remove tags, and restore to service.

Clean up work area and remove trash.

## **Duties to be performed Quarterly**

#### Preventive Maintenance Checklist:

Code: AS02QU Frequency: Quarterly Estimated Time (hours): 0.5

Description: AC SPLIT SYSTEM, CONDENSER HEAT PUMP

Asset Type: A/C, SPLIT SYSTEM

# (T)ools, (S)afety Equipment, and (M)aterials Required

- Mechanic's tool set, refrigeration system tools.
- 2 Cleaning tools and materials, hose and water, fin comb.
- 3 Rust removal materials, primer, paint.
- 4 Lubricants, belts.
- 5 Ladder.

# Safety Procedures

- Schedule work with operating personnel.
- 2 Follow site safety rules for lockout and tagout.
- 3 Be very careful when climbing roof access ladders.
- 4 Review and follow the manufacturer's instructions.
- 5 Submit a work order if refrigerants need to be added.
- Report any problems you find.
- 7 Record the results in the maintenance log.

## Procedures

Lock and tag out unit.

Check with operating or area staff for problems.

Clean dust and dirt from entire unit and all ventilation ports.

Wash coils with water hose. Only use a coil cleaning solution if nothing else will work.

Inspect system for any signs of rust. Remove rust, prime with rust inhibitor, paint to match original condition. Rust must be completely removed down to base metal.

Clean blowers, fans, motors, drip pans and drain piping.

Check hold down bolts and grounding straps for tightness.

Grease shaft and motor bearings, if needed.

Clean area around equipment.

Remove locks and tags

Inspect the compressor and condenser fan motor contactors. If the contacts appear severely burned or pitted, replace the contactor. Do not clean the contacts.

Check compressor oil level if equipped with a site glass (unit off).

Check operational parameters (Unit Running):

Check and record head pressure.

Check and record suction pressure.

Check and record discharge pressure.

Check and record sub-cooling and superheat.

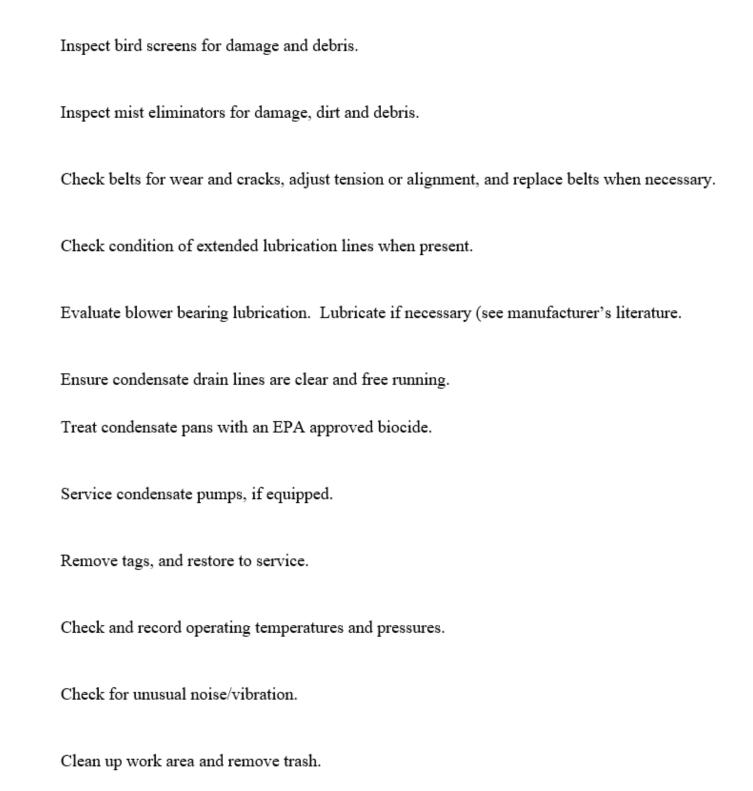
Check hot gas bypass valve.

Check thermostatic expansion valve.

# **Duties to be performed Semi annually**

Preventive Maintenance Checklist:

Code: AH16SA SAEstimated Time (hours): Frequency: 2 Description: AIR HANDLING UNIT (BELT DRIVE) Asset Type: AHU (T)ools, (S)afety Equipment, and (M)aterials Required Mechanics tool set. Vacuum and cleaning materials. Biocide strips. 4 Belts. 5 Replacement filters. Safety Procedures 1 Schedule work with operating personnel. 2 Follow site safety rules for lockout and tagout. Review and follow the manufacturer's instructions. 3 Record equipment damage or deficiencies. 5 Follow safety and environmental procedures for handling refrigerants (DX units only). Record results in the equipment history log. Procedures Check, clean, and adjust grills, dampers, vanes, linkages as required. Check filters and change if necessary. Inspect air hoods and air louvers for damage and debris.



# **Duties to be performed Semi annually**

#### Preventive Maintenance Checklist:

Frequency: AN Estimated Time (hours): 1 Code: AS02AN Description: AC SPLIT SYSTEM, CONDENSER/HEAT PUMP Asset Type: AC-SPLIT SYS (T)ools, (S)afety Equipment, and (M)aterials Required Mechanic's tool set, refrigeration system tools. 2 Refrigerant manifold gage set. Refrigerant leak tester. Cleaning tools and materials, pressure washer, vacuum, fin comb, 5 Rust removal materials, primer, paint. 6 Lubricants, belts. Personal protection equipment for handling refrigerants. 8 Ladder. Safety Procedures Schedule work with operating personnel. Follow site safety rules for lockout and tagout. Be very careful when climbing roof access ladders. 3 Review and follow the manufacturer's instructions. 5 Follow safety and environmental rules for refrigerants. Don't vent refrigerants. Refrigerants must be recovered.

8 9

Procedures

Lock and tag out unit.

Check with operating or area staff for problems.

Record the results in the maintenance log.

Report any problems you find.

Clean dust and dirt from entire unit and all ventilation ports.

Submit a work order if refrigerants need to be added.

Wash coils with water hose. Only use a coil cleaning solution if nothing else will work.

Inspect system for any signs of rust. Remove rust, prime with rust inhibitor, paint to match original condition. Rust must be completely removed down to base metal.

Clean blowers, fans, motors, drip pans and drain piping.

Check and adjust vibration eliminators.

Check hold down bolts and grounding straps for tightness.

Grease shaft and motor bearings, if needed.

Adjust the belt tension and alignment, if needed.

Check electrical wiring and connections; tighten loose connections.

Clean area around equipment.

Check system for refrigeration leaks. If leaks are detected, submit a work order to correct the problems and recharge the system.

Remove locks and tags

Perform operational check and return to service.

Record suction and discharge pressures, sub-cooling and superheat.

# Preventive Maintenance Checklist:

Treventive Maintenance Checklist.										
Code: ACC12AN	Frequency: AN	Estimated Time (hours):	5							
Description:	AIR COOLED CONDENSER									
Asset Type:	Type: AC CONDENSER									
(T)ools, (S)afety Equipment, and (M)ate	rials Required									
1	Mechanics tool set.									
2	Manifold gage set.									
3	Refrigerant leak tester.									
4	Refrigerant and add/recovery syst	em.								
5	Oil test kit (Trane KIT15496 or similar)									
6	Refrigerants and refrigerant oil.									
7	Rags and cleaning materials.									
8	Ladder.									
9	Coil cleaner.									
10	Low pressure washer and water he	ose.								
11	Personal protective equipment (PI	PE) for handling refrigerants.								
12	Meggar.									
13	Amp meter.									
Safety Procedures										
1	Schedule work with operating per	sonnel.								
2	Follow site safety rules for lockou	it and tagout.								
3	Be very careful when climbing ro	of access ladders.								
4	Review and follow the manufactu	rer's instructions.								
5	Follow safety and environmental	rules for refrigerants.								
6	Don't vent refrigerants. Refrigera	nts must be recovered.								
7	Submit a work order if refrigerant	s need to be added.								
8	Report any problems you find.									
9	Record the results in the maintena	nce log.								
Procedures										

## Unit Basic Checks:

Inspect system for signs of corrosion. Remove corrosion, prime with corrosion inhibitor, paint to match original condition. Carefully inspect all fasteners to ensure integrity and replace any which have corroded. All replacement components, parts, and

Manually rotate the condenser fans to ensure free movement and check motor bearings for wear.

Verify that all of the fan mounting hardware is tight.

Verify that all wire terminal connections are tight.

Tighten fan collars.

Check and clean motor. Lubricate motor (If applicable).

Inspect and clean the condenser coils for dirt and foreign debris.

Inspect the compressor and condenser fan motor contactors. If the contacts appear severely burned or pitted, replace the contactor. Do not clean the contacts.

Meggar motors and compressors.

Draw a sample of oil for analysis (if applicable).

# Preventive Maintenance Checklist:

Code: AH16AN Frequency: AN Estimated Time (hours): 4 Description: AIR HANDLING UNIT (BELT DRIVE) Asset Type: AHU (T)ools, (S)afety Equipment, and (M)aterials Required Mechanic's tool set. 2 Grease gun. 3 Fan bearing grease. 4 Polyrex-EM grease for motors. Biocide. 5 6 Vacuum. Fin comb. Cleaning tools and materials. 8 9 Hose and bucket for cleaning strainers. Infrared tester. 10 Vibration analysis tester. 11 12 Megger. 13 Clamp-on amp meter. Refrigerant leak test equipment 14 15 Belts 16 Replacement filters. Safety Procedures Schedule work with operating personnel. 1 2 Follow site safety rules for lockout and tagout. Review and follow the manufacturer's instructions. 3 Record equipment damage or deficiencies. Follow safety and environmental procedures for handling refrigerants (DX units only). 5 Record results in the equipment history log. 6

## Procedures

Pre-work operational tests with unit operating:

Check for unusual noise or vibration.

Perform vibration analysis. Record corrective measures if needed.

Perform thermal analysis. Record corrective measures if needed.

# Stop the unit and clean/adjust:

Clean exterior of unit.

Inspect panels for damage.

Inspect air hoods and air louvers for damage and debris.

Inspect bird screens for damage and debris.

Inspect mist eliminators for damage, dirt and debris.

Check and clean grills, dampers, vanes, linkages as required.

Check damper actuators and linkage for proper operation. Adjust linkage on dampers if out of alignment.

# **Sample Task Order Form**

#### Instructions:

The use of a priority classification system assists in optimum resource utilization. The assignment of a priority designator in accordance with a system similar to that listed below will provide a sufficient definition of the relative importance and priority of each order.

- Priority 0 PREVENTIVE MAINTENANCE (PM) Work Order is automatically assigned for preventive maintenance work by CMMS. PM orders have priority over all work orders except EMERGENCY orders.
- Priority 1 EMERGENCY is a threatening situation pertaining to life safety, fire, flood, security or equipment. This work needs to be accomplished IMMEDIATELY. Once the threatening situation is under control, the emergency situation is over. Emergency work orders are usually of very short duration. Another order should be written to cover the repairs necessary to return the situation to normal operating conditions.
- Priority 2 MISSION items which if not corrected, impinge on the post's mission. Corrective action should be accomplished within 24 hours.
- Priority 3 SAFEGUARD LIFE and PROPERTY work requirements needed to give adequate security to areas subject to compromise; elimination of health, safety, environmental hazard, safety concerns and protection of valuable property or equipment. Corrective action should be accomplished within 3 working days.
- Priority 4 ROUTINE WORK and REPAIRS include work that supports the mission or prevents a breakdown of essential equipment; essential housekeeping or operating functions. This type of work should be scheduled for completion within 10 working days.
- Priority 5 NECESSARY WORK is work that needs to be accomplished but is under no time frame for completion. This type of work can be used as fill-in work with completion time between 10 and 20 working days. This type of work will only be accomplished as time permits.

# SAMPLE TASK ORDER

Work Order	#	Appr	oval:	Page 1 of	
Requestor: _		Telep	hone #:	Priority	
Property # or address		Equip	oment:	Requested I Due:	Date:
Unit:				Shop:	
Task #		Description			
Approved: _		Reviewed by	·:	Printed by:	
Customer Si Comments:	gnature :				
Worker's Na	me		Worker's II	D:	
Worker's Sig	gnature:		Completion	n Date:	
FOR UNSC	HEDULED	AND EMERGE	NCY ORDE	RS ONLY:	
Work:	OT:	Travel:	OT:	Wait:	OT:
Materials use	ed (use other	side as needed):			

# Exhibit C POSITION HVAC TECHNICIAN

#### DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine repairs, maintenance, installation and alteration on system when required, air conditioning and ventilating equipment. Diagnoses problems, and performs such maintenance as checking for and repairing leaks, recharging systems, replacing and adjusting belts, adjusting pulleys, pressure controls, etc. Diagnoses, adjusts and repairs controls and/or control systems consisting of electric, electronic, pneumatic and pneumatic electronic.

Prepares written specifications for major repairs; reassembles equipment; and makes all necessary adjustments for operation.

#### SKILLS/KNOWLEDGE/ABILITIES

Must be capable of reading and following shop drawings, laying out and assembling major components of air conditioning equipment. Knowledgeable of basic ventilation requirements and air distribution and cleaning techniques. Skilled in use of hand tools of the trade. Knowledgeable of fire and safety regulations for safeguarding personnel, material and equipment.

#### **EDUCATION AND EXPERIENCE**

Must hold a Journeyman License in a HVAC trade; experience may be substituted. Minimum of three years practical experience in the installation, rehabilitation, maintenance and repairing of heating, ventilation and air conditioning systems.

	Ex	khibit D								
	Sample (	Cost Proposal								
Company Name and Addre	ess:									
Unscheduled Work Order	Number:									
Cost Proposal										
		Hourly Rate								
Labor Category	Number of Hours	(as identified in Section B)	Total							
Maintenance Engineer										
Electrician										
Journeyman Electrician										
HVAC Technician										
Journeyman HVAC Tech										
Plumber										
Journeyman Plumber										
Journeyman Carpenter										
Journeyman Mason										
Painter										
		<u> </u>								
Total Labor Costs										
Material Costs (include ite:	mized list of material	ls)								
Grand Total Cost (Total La	abor Costs + Total M	laterial Costs)								
, ,		,								
		•								

# **Exhibit E Government Furnished Property**

None unless on exceptional basis.

# Exhibit F **Monthly Report**

# Monthly Report for the Month of \_\_\_\_\_

U.S. EMBASSY,	
U.B. EMIDABBI	

	U.S	S. EMBASSY, _		
1. Temporary add	itional service	s performed dur	ring the month:	
Delivery Order	Task	Dates	Status	
<ol><li>Contractor's Re</li><li>A. Results of Insp</li></ol>			ll locations):	
B. Difficulties or i	irregularities e	encountered:		
C. Repairs needed	l:			
	Oone:			
E. Recommendati	ons:			
Signed by		Da	te	

# Exhibit G

# **Annual Inspection/Equipment History/Facility Condition Forms**

All equipment has been maintained monthly since the date of purchase, according to manufacturer's requirements.

# Exhibit H

# **Contractor Furnished Property**

Everything needed to maintain according to manufacturer's requirements and ensure the longevity of appliances.

# Exhibit I

Unit No.	Piece No.	Description & Location	<u>Size</u>	Type of Unit	Manufacturer	Model No.	Serial No.	-	Belt Size	<u>Filters</u>	-	<u>Refrigerant</u>
1.	1	On low roof of COB over SNIV washrooms, in the center of the roof	90,000 BTU 7.5 Ton	heat/cooling package unit	Lennox	GCS16-036-90-5Y	5602H05812		Direct Drive	1 - 20"x20"x2"		R-22
2.	2.	Inside evaporator unit, room # 003	18,800 BTU 1.5 Ton	split system	Fredricks	MW09C3E	LAMJ00083					R-22
	3.	Outside condenser unit, hanging on the South West wall in the parking lot, Southern unit		split system	Fredricks	MR18DC3E	LBBT00064					
	4.	Inside evaporator unit, room # 005		split system	Fredricks	MW09C3E	LAMJ00019					
3.	5.	Inside evaporator unit, room # 004	18,800 BTU 1.5 Ton	split system	Fredricks	MW09C3E	LAMJ00097					R-22
	6.	Outside condenser unit, hanging on the South West wall in the parking lot, Northern unit		split system	Fredricks	MR18DC3E	LBBT00018					
	7.	Inside evaporator unit, room # 007		split system	Fredricks	MW09C3E	LAMJ00099					
4.	8.	Inside evaporator unit, room # 009	18,800 BTU	split system	York	GHC0305A	EDCS124331			1 - 16"x20"x1"		R-22
	9.	Inside fan blower unit, room #009	1.5 Ton	split system	York	N2AHD10A06E	ECCS095209					
	10.	Outside condenser unit, in the parking lot against the North West wall of the COB, most Northerly unit		split system	York	HIDA030S06A	EBCM109356					
5.	11.	Inside evaporator unit, room 010	12,000 BTU 1 Ton	split system	Carrier	40MHHC123	3817V11030					R-410A
	12.	Outside condenser unit, hanging on the North East wall of the COB behind the storage shed, most Northern unit		split system	Carrier	38MHRC12A3	0317V29180					

6.	13.	Inside evaporator unit, room 014	23,000 BTU 1.9 Ton	split system	Fujitsu	AWU24CXQ	BAA000100			R-22
	14.	Outside condenser unit, hanging on the North East wall of the COB behind the storage shed, most southern unit	1011	split system	Fujitsu	AOU24CXQ	BAN 000127			
7.	15.	Inside evaporator unit, hanging on the ??? wall in the computer room 014		split system	C arrier	40QNC0363	2911D00827			R-410A
	16.	Outside hanging on the North East wall of the COB behind the storage shed, upper most unit.		split system	Carrier	38HDF036-3	3511X91314			
8.	17.	Inside evaporator Unit, hanging on the west wall of the computer room 014	34,200 BTU 3 Ton	split system	Mitsubishi	PKA-A36KA4	44M02476			R-410A
	18.	Outside Unit, on the ground by the MSF in the North Alcove of the COB		split system	Mitsubishi	PUY-A36NHA4	45U15125C			
9.	19.	Inside evaporator Unit, hanging on the south wall of the basement GSO section	1.5 Ton	split system	Mitsubishi	MSZ-FH18NA2	7004276 T			R-410A
	20.	Outside hanging on the West wall of the COB in parking lot, South side upper unit.	1.5 Ton	split system	Mitsubishi	MUZ-FH18NAH2	6 002823 T			
10.	21.	Inside evaporator unit, above the ceiling in room 107	1.0 1011	split system	Mitsubishi	SLZ-KA09NA	76M02398	Direct Drive	1-12"x12"x1" Sleeve Filter	R-410A
	22.	Outside condenser unit, sitting in the parking lot against the North West wall of the COB, most Southerly unit		split system	Mitsubishi	SUZ-KA09NA	56P 10049			
11.	23.	Inside evaporator unit, above the ceiling in the front door lobby area (130A)	24,000BTU 2 Ton	heat/cooling split system	KEEP RITE	FXM4X2400AL	A173570731	Direct Drive	1 -15"x20"x1"	R-410A
	24.	Outside condenser unit, sitting in the parking lot against the North West wall of the COB, center unit		heat/cooling split system	KEEP RITE	N4H424GKG101	E173500981			
12.	25.	Inside evaporator unit, above the ceiling in the SNIV Work area, (106A)	24,000 BTU 2 Ton	split system	EMI	CAHV24D3	3615F023911			R-410A

	26.	Outside condenser unit, on the low roof of the COB over the SNIV washrooms, center unit		split system	EMI	S1HV4000D00	3912F014601					
13.	27.	Inside evaporator unit, hanging on the ceiling in the SNIV Waiting room, Southwest corner, (105)		split system	Trane	TAM7BOC60H51EAA	16353J82AV	Room 105		1 - 20"x24"x1" 1 - 10"x12"x3/4"		R-410A
	28.	Outside condenser unit, on the low roof of the COB, over SNIV washrooms, East side unit.		split system	Trane	4TWR7060A1000CA	162455GT2F	Room 105				
14.	29.	On the SNIV Shute roof, South of the COB	90,000 BTU 7.5 Ton	heat/cooling package unit	Lennox	LHA090HN1Y	5602J07493		1 - AX46	4 - 18"x24"x2"		R-22
15.	30.	Inside evaporator unit, above the ceiling in the foyer entrancyway of the CAC	-	heat/cooling split system	Lennox	CB29M-31-IP	5802L34220		Direct Drive	1 -15"x20"x1"	1 - 24"x24"x1 Return Air	R-22
	31.	Outside condenser unit, sitting on the CAC roof top, most Northerly unit		heat/cooling split system	Lennox	10HPB36-9P	5803B04780					
16.	32.	Inside evaporator unit, above the ceiling in the Guards Booth in the CAC		split system	EMI	CAH12D10000C	1-01-C-9789- 13		Direct Drive	1- 14"x13.5"x1" Sleeve Filter	1-6"x6"x1" Fresh Air	R-22
	33.	Outside condenser unit, sitting on the CAC roof top, most Southerly unit		split system	EMI	SHC12DAA000AA0A	1-00-J-6707- 38			to fit over wire	Filter	
17.	34.	Inside evaporator unit, hanging on the ceiling West side RSO Interview room	.75 Ton	split system	EMI	CAHV09D1A	1416F024883					R-410A
	35.	Outside on the South West interview room by parking lot, West side unit.	.75 Ton	split system	EMI	S1HV9000D00	2716F025171					
18	36.	Inside evaporator unit, hanging on the ceiling East side RSO Interview room	.75 Ton	split system	EMI	CAHV09D1A	1416F024876					R-410A
	37.	Outside on the South West interview room by parking lot, East side unit.	.75 Ton	split system	EMI	S1HV9000D00	2716F025172					
19.	38.	Inside evaporator unit, hanging on the West wall inside RCMP Booth	1.0 Ton	split system	Fujitsu	ASU12RLS3	QTA000907					R-410A
	39.	On the SNIV Shute roof, South of the COB, near University Avenue	1.0 Ton	split system	Fujitsu	AOU12RLS3	QTN 000047					
20.	40.	Inside evaporator unit, room 204		split system	York	N2AHD10A06E	EHES269420					R-22

	41.	Outside condenser unit, on the upper roof of the COB, Southeast corner.		split system	York	H1RCO18506A	EEEM165125			
21.	42.	Inside evaporator unit, hanging on the wall in the old Northern SS office, 3rd floor of the COB, Southwest corner	18,800 BTU 1.5 Ton	split system	Fujitsu	ASU90	4000211			R-22
	43.	Outside condenser unit, hanging from the ceiling in the elevator penthouse room of the COB, more Easterly unit		split system	Fujitsu	AOU18D	T000633			
	44.	Inside evaporator unit, hanging on the wall in the old Southern SS office, 3rd floor of the COB, Southwest corner		split system	Fujitsu	ASU90	4000587			
22.	45.	Inside evaporator unit, hanging on the wall in the RSO Suite hallway, 3rd floor of the COB, Northeast corner	18,800 BTU 1.5 Ton	split system	Fujitsu	ASU24C1	T002014			R-22
	46.	Outside condenser unit, hanging from the ceiling in the elevator penthouse room of the COB, more Westerly unit		split system	Fujitsu	AOU24C1	T001944			
23.	47.	Outside on the upper roof of the COB, center of the roof area. More Southerly one, (AC-1)	100,000 BTU 8.5 ton	heat/cooling package unit	Carrier	48TFE009-511	4102G20539	1 - A48V	4 - 16"x20"x2"	R-22
24.	48.	Outside on the upper roof of the COB, center of the roof area. Center one, (AC-2)	100,000 BTU 8.5 ton	heat/cooling package unit	Carrier	48TFD009-511	4002G30469	1 - A48V	4 - 16"x20"x2"	R-22
25.	49.	Outside on the upper roof of the COB, center of the roof area. Northeasterly one, (AC- 3)	240,000 BTU 20 ton	heat/cooling package unit	Carrier	48EYD024	3702F79345	2 - BX50	10 - 20"x20"x2"	R-22
26.	50.	Outside on the upper roof of the COB, Northwest of the roof area. (AC-4)	240,000 BTU 20 ton	heat/cooling package unit	Carrier	48EYD024	3702F79343	2 - BX50	10 - 20"x20"x2"	R-22

# SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

# K.1 <u>52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.</u> (APR 1985)

1	(a)	The offeror	certifies that -
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- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (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</u> <u>PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u> (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.

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- (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 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements Representation (JAN 2017)

#### K.4 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

#### (a) Definitions.

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, 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)	Taxpayer Identification Number (TIN).
	TIN:
	TIN has been applied for.
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
	Offeror is an agency or instrumentality of a foreign government;
	Offeror is an agency or instrumentality of a Federal, state or local government;
	Other. State basis
(d)	Corporate Status.
	Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
	Other corporate entity;
	Not a corporate entity;
	Sole proprietorship
	Partnership
	Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

# (e) 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.5 <u>52.225-20 Prohibition on Conducting Restricted Business Operations in</u> 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.
- K.6 52.204-8 -- Annual Representations and Certifications. (NOV 2017)
- (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 561790.
  - (2) The small business size standard is \$7.5M.
  - (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) <u>52.209-2</u>, 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 52.204-7.
- (xix)  $\underline{52.225-2}$ , Buy American Certificate. This provision applies to solicitations containing the clause at  $\underline{52.225-1}$ .
- (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) <u>52.204-17</u>, Ownership or Control of Offeror. \_\_ (ii) <u>52.204-20</u>, Predecessor of Offeror.
- \_\_ (iii) <u>52.222-18</u>, Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_ (iv) <u>52.222-48</u>, 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) <u>52.223-9</u> , 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 <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. 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 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)

# K.7 <u>52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS</u> (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 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 AUTHORIZED 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: Jaclyn Luo

Address: 360 University Avenue

Toronto ON M5G 1S4

Telephone Number: 1 416-595-6531

# K.9. <u>652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)</u>

(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.

#### K.10 RESERVED

# K.11 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (Nov 2015)

- (a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
  - (c) Representation. The Offeror represents that.
    - (1) It  $\Box$  is,  $\Box$  is not an inverted domestic corporation; and
    - (2) It  $\Box$  is,  $\Box$  is not a subsidiary of an inverted domestic corporation.

(End of provision)

# SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

#### L.1 SUBMISSION OF OFFERS

<u>L.1.1</u> General. This solicitation is for the performance of the services described in Section C - <u>PERFORMANCE WORK STATEMENT</u>, and the Exhibits attached to this solicitation.

## L.1.2 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) Supervisor must 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 maintenance experience with suitable references:
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have 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;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

## L.1.3 Review of Documents

Each Offeror is responsible for:

- (1) Obtaining a complete set of solicitation documents;
- (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 five working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

## L.2 SUBMISSION OF OFFERS

#### L.2.1 General

This solicitation is for the performance of maintenance services described in Section C - <u>DESCRIPTION/SPECIFICATIONS/WORK STATEMENT</u>, and the Attachments and Exhibits which are a part of this solicitation.

L.2.2 Summary of Instructions				
Each offer must consist of the following physically separate volumes:				
Volume	Title	Number of Copies*		
1	Executed Standard Form 1449, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.	2		
2	Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS	2		
3	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2		

<sup>\*</sup> The total number of copies includes the original as one of the copies.

The completed offer shall be submitted at the address indicated on the solicitation cover page, if mailed, or the address set forth below, if hand delivered.

ATTN: Ms. Jaclyn Luo

225 Simcoe Street

Toronto ON M5T 1T4

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

#### L.2.3 Detailed Instructions

- L.2.3.1 Volume I: Standard Form (SF) 1449 and Section K. Complete blocks 17a, 19 through 24 of the SF 1449 and all of Section K.
- L.2.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B. All applicable portions of this form shall be completed in each relevant category (e.g., labor, materials, etc.).
- L.2.3.3 Volume III: Performance schedule and Business Management/Technical Proposal.
- (a) The performance schedule shall be presented 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:

#### <u>Proposed Work Information</u> - Provide the following:

- (1) A list of the names, addresses, and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; 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.

(4) Bar chart for routine maintenance indicating various portions of the work; when work will commence and be completed in each section

<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 underruns, 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).

#### L.3 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
  - (b) An organized site visit has been schedule for *June 7, 2018, at 10:00 am*.
  - (c) Participants will meet at 360 University Avenue, Toronto ON M5G 1S4.

(d) All participants must confirm their participation by email at: annoualn@state.gov 36 hours before the visit date.

## L.4 PROPRIETARY DATA

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

# L.5 <u>52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</u> (FEB 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. Also, the full text of a solicitation provision may be accessed electronically at:

http://www.acquisition.gov/far/ 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 an internet "search engine" (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

# PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
52.215-14 52.222-56 2015)	INTEGRITY OF UNIT PRICES (OCT 2010) CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR
52.236-28	PREPARATIONS FOR PROPOSALS – CONSTRUCTION (OCT 1997)

#### 52.237-1 SITE VISIT (APR 1984)

\* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

#### L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a combination type of contract. It is fixed price for scheduled maintenance; indefinite delivery/indefinite quantity with fixed unit prices for unscheduled/emergency maintenance.

# 52.233-2 SERVICE OF PROTEST (SEP 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 360 University Avenue, Toronto ON M5G 1S4
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### L.7 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 5 years;

<u>Balance Sheet</u> 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.

#### L.8. 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:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at <u>AQMCompetitionAdvocate@state.gov</u>.
- (2) For all others, the Department of State Advocate for Competition at <a href="mailto:cat@state.gov">cat@state.gov</a>.
- (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, [insert name] , at \_\_\_[insert telephone and fax numbers] . 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)

## SECTION M EVALUATION FACTORS FOR AWARD

#### M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - <u>INSTRUCTIONS</u>, <u>CONDITIONS AND NOTICES TO OFFERORS</u>, 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. Evaluations shall be conducted in accordance with the procedures set forth below:

- a) Initial Evaluation All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in L.2, <u>SUBMISSION OF OFFERS</u>. Proposals which are missing a significant amount of the required information may be eliminated from consideration, at the Government's discretion.
- b) Technical Acceptability Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical Acceptability will include a review of the Proposed Work Information described in L.2.3.3(b) to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. Past references provided as part of the Experience and Past Performance information as described in L.2.3.3(b) may also be contacted to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time in accordance with the contract period of performance. The end result of this review will be a determination of technical acceptability or unacceptability.
- c) Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 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 15.1001.

#### M.1.3 Award Selection

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1 which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions.

## M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price. Evaluation of options will not obligate the Government to exercise the option(s).

## M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

#### M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

#### M.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.209(a).

# M.6 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—

- (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
- (2) On the date specified for receipt of proposal revisions.