Embassy of the United States of America

490 Sussex Drive, Ottawa, Ontario, K1N 1G8

April 27, 2020

SUBJECT: Solicitation Number 19CA5220Q0017
Construction Services for Residential Water Line Replacement (CMR)

Dear Prospective Offeror,

The Embassy of the United States of America invites you to submit a quotation for construction services required to replace the existing main waterline at the U.S. Government premises located at 1500 Lisgar Road, Rockcliffe Park, ON K1M 0G1. If you are interested in submitting a quotation on this project, read the instructions included in the attached Request for Quotation (RFQ).

The Embassy intends to conduct a site visit and hold a pre-proposal conference. The conference will be held at 1500 Lisgar Road, Rockcliffe Park, ON K1M 0G1 on May 14, 2020 at 10:00 a.m. EST. All prospective offerors who have received a solicitation package are invited to attend and must confirm their attendance by providing names to ContractsOttawa@state.gov prior to May 12, 2020.

Site conditions allow for maintaining social distancing of 6.5 feet to prevent transmission of COVID-19, however, the number of attendees shall be limited to 1 person per company and up to 3-4 visitors in total. All attendees are required to use their own respiratory masks. An additional site visit may be scheduled to ensure that social distancing is maintained. No hard copies of documents will be distributed during the meeting.

Submit any questions you may have concerning the solicitation documents in writing by email to ContractsOttawa@state.gov prior to May 29, 2020. Responses will be made available in writing to all prospective offerors.

Your printed quotation must be submitted in a sealed envelope marked "Quotation 19CA5220Q0017 Enclosed" to the following address:

The UPS Store, c/o US Embassy
207 Bank Street, Suite 418
Ottawa, ON, K2P 2N2
Attn. Contracting Officer

on or before 4:00 p.m. EST on June 5, 2020. No proposal will be accepted after this time.

Alternatively, electronic quotations may be submitted with “Quotation 19CA5220Q0010 Attached” reference in the subject line to the following email address ContractsOttawa@state.gov on or before 4:00 P.M. EST on June 4, 2020 which is one day prior to the printed proposal due date. No electronic proposals will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected. In order for a proposal to be considered, you must also complete all relevant sections of RFQ requiring Offeror’s input and submit all sections of the RFQ.
The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

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

The project completion time is 30 calendar days from the date included in the Notice to Proceed. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of CAD$1,000.00 per calendar day will be assessed until substantial completion of the project is achieved.

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

The Offerors are encouraged to complete registration in the U.S. Government System for Award Management at the following URL: www.SAM.gov. The registration is free of charge for all prospective Offerors and must not involve participation of 3rd parties.

Please direct any questions regarding this solicitation to: ContractsOttawa@state.gov
Questions must be written in English. Calls may be made during regular business hours.

Sincerely,

Hunter J. Crowder
Contracting Officer
U.S. Embassy Ottawa
**SOLICITATION, OFFER, AND AWARD**

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<tr>
<td>19CA5220Q0017</td>
<td>□ SEALED BID (IFB)</td>
<td>April 27, 2020</td>
<td>19CA5220C0003</td>
<td>PR8945834</td>
<td>CMR Waterline Replacement</td>
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**IMPORTANT - The “offer” section on the reverse must be fully completed by offeror.**

4. CONTRACT NO. 19CA5220C0003

5. REQUISITION/PURCHASE REQUEST NO. PR8945834

6. PROJECT NO. CMR Waterline Replacement

7. ISSUED BY Code

U.S. Embassy – Ottawa
General Services Office
P.O. Box 866, Station B
Ottawa, ON K1P 5T1

8. ADDRESS OFFER TO

The UPS Store, c/o US Embassy
207 Bank Street, Suite 418
Ottawa, ON, K2P 2N2
Attn. GSO / Contracting Officer

9. FOR INFORMATION CALL:

A. NAME Hunter Crowder / Vincent Lemesheff
B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 613-688-5450 / 613-688-5252

**SOLICITATION**

**NOTE:** In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder.”

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*:

   SF-1442 cover sheet
   A. Price
   B. Scope of Work
   C. Packaging and Marking
   D. Inspection and Acceptance
   E. Deliveries OR Performance
   F. Administrative Data
   G. Special Requirements
   H. Clauses
   I. List of Attachments
   J. Quotation Information
   K. Evaluation Criteria
   L. Representations, Certifications, and other Statements of Offerors or Quoters

   Attachment 1: Sample Letter of Bank Guaranty
   Attachment 2: Standard Form 25, “Performance and Guaranty Bond”
   Attachment 3: Standard Form 25A, “Payment Bond”
   Attachment 5: Drawings / Specifications
   Attachment 6: Breakdown of Price by Divisions of Specifications

11. The Contractor shall begin performance within __30__ calendar days and complete it within __30__ calendar days after receiving ☐ award, ☑ notice to proceed. This performance period is ☐ mandatory, ☑ negotiable. *(See _________________.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☑ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and __1__ copies to perform the work required are due at the place specified in Item 8 by 16:00 (hour) local time June 5, 2020. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☑ is required, ☐ is not required.

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

D. Offers providing less than __30__ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.
OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

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

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO. | DATE
--- | ---

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (or by email to OttawaInvoices@State.gov)

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)(    ) ☐ 41 U.S.C. 253(c)(    )

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

30B. SIGNATURE

30C. DATE

31A. NAME OF CONTRACTING OFFICER (Type or print)

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)
CONTINUATION TO STANDARD FORM 1442

for RFQ Number 19CA5220Q0017

CONSTRUCTION SERVICES FOR REPLACEMENT OF RESIDENTIAL WATERLINE

A. **PRICE**

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

Total Price before Tax in Canadian Dollars:  
(including all labor, materials, overhead and profit)  $ _____________________________

Value Added Tax:  
(VAT, HST, GST, PST, QST)  $ _____________________________

Grand Total in Canadian Dollars:  
(including Value Added Tax)  $ _____________________________

A.1 **VALUE ADDED TAX**

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.
B. **SCOPE OF WORK**

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract. In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

**1 INTRODUCTION**

1.1 The U.S. Embassy in Ottawa is soliciting quotations for the replacement of the main residential water line. This includes the excavation and installation of a new 2” water supply.

1.2 The work is located at 500 Lisgar, Rockcliffe Park, Ottawa. All inspections shall be requested through the Embassy’s facility manager [FM] and Contracting Officer Representative [COR].

1.3 Work shall be completed as expeditiously as possible. The residence shall be occupied during the execution of this contract. The contractor shall coordinate with the Contracting Officer for work phasing and job sequencing for the commencing and completing of Work. Contractor shall submit a Work phasing plan with a construction schedule for review and approval prior to commencement of work at the site.

**2 GENERAL REQUIREMENTS**

2.1 The Contractor shall attend a site survey meeting and provide a list of construction personnel and all necessary equipment, materials, tools and supervision required to complete the services that meet the Work requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with the CO, COR, Facility Manager and onsite Facility personnel.

2.2 Work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The Contractor shall start work within 30 calendar days from Notice to Proceed and 100% complete the onsite work for this project, including cleanup, within 60 calendar days from Notice to Proceed (NTP).

2.3 The contractor shall have limited access to and shall not be admitted into any structure outside the areas designated for the proposed Work except with permission by the COR and the facility manager. The contractor shall address and report the impact of Work disruptions and associated consequences. The contractor shall provide for a continuing level of operation, which will allow for continuous occupation and operations of the residence during construction.

2.4 The contractor shall be required to prepare and submit reports, bill of materials, product literature, preliminary and demolition plans, construction as built plans, specifications, quality control, installation schedules and a safety plan. These documents shall provide the
necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed and successful Statement of Work. Due to the scope of this project, the contractor is responsible to obtain any necessary stamps of approval for both the construction as built plans which are to include the proposed building material specifications. Contractor must adhere to local building and safety codes as well as obtain any necessary permits. If more than 30 calendar days is required by the contractor to prepare the required stamped construction as built plans with the proposed building materials; the Contractor shall specify the required time needed during the kick-off meeting.

2.4.1 Provide a Gantt chart showing quality control and work schedule.

3 GOVERNMENT MATERIAL

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

4 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor’s own risk and at no cost to the Embassy.

4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

4.4 The Embassy does not make any recommendations or warranties of any kind either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW. It is the responsibility of the contractor to adhere to and obtain any required documentation and or approvals, for example pre-construction utility locates and permits.

4.5 The Embassy’s review, approval, or acceptance of, or payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

4.6 The Embassy has the right to perform inspection, of the work at any time during the term of the contract. The Office of Overseas Buildings may perform quality assurance inspections [QAI] during construction to confirm the work is installed according to the SOW.

4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the
Embassy requires time for official functions or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The CO or COR shall promptly notify the Contractor that work has been stopped and also notify the Contractor when work can begin again.

4.8 If any of the Contractor’s services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or in part, if the Contracting Officer determines it is in the interest of the Embassy.

5 **RESPONSIBILITY OF THE CONTRACTOR**

5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor is responsible to do field measurements of distance, clearance and grades prior to demolition and during the construction of the water line. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

5.2 The Contractor shall identify a Site Manager who shall be responsible for the overall management of the water line repair and shall represent the Contractor on the site during construction. The Site Manager shall be approved by the COR. The Site Manager must have a copy of the contract and be familiar with all aspects of the project contract.

5.3 The Site Manager shall attend all meetings, prepare weekly Status Reports on the water line repair and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, milestones and deadlines, arising concerns and proposed solutions, any proposed change orders, and any other pertinent information required to report the progress of performance. The Site Manager shall ensure that the site and work area are free of construction garbage, debris and litter daily before leaving at the end of each workday. The Site Manager shall be responsible to ensure employees and or other contractors conduct themselves in a respectful manner when on site.

5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
5.5 The Contractor shall verify that all materials, equipment, and systems provide operational 
dependability. The Contractor assures the completed construction shall be easily maintained 
or replaced with readily available materials and services.

5.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be 
the complete responsibility of the Contractor under the fixed price of this contract.

5.7 The Contractor is responsible for safety and shall comply with all local labor laws, 
regulations, customs and practices pertaining to labor, safety and similar matters. The 
Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries 
to the COR.

5.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law 
for all damages to the Embassy caused by the Contractor's negligent performance of any of 
the services furnished under this contract. The rights and remedies for the Embassy provided 
for under this contract are in addition to any other rights and remedies provided by law.

6  PRE-CONSTRUCTION REQUIREMENTS

6.1 The Contractor shall examine the contract and all documentation as well as visit the site to 
fully inform themselves of all the conditions and limitations applied to the work. The 
Contractor will submit a firm fixed price cost proposal for all the scope of work. No 
subsequent cost allowance will be made to the Contractor for neglect of the existing 
conditions, failure to examine all documentation and field verifying all measurements, 
distances, clearances and grades.

6.2 Provide a statement that the Contractor’s company and all personnel are experienced in 
performing this type or similar to type and scope required for the work.

6.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project 
Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the 
entire project from beginning to end.

6.4 Submit a copy of a Contractor’s Installation Guarantee covering the work, labor and 
equipment for a period of TWO [2] year at no cost to the Embassy signed by the Contractor.

6.5 Submit a Bill of Materials [BOM], product literature, samples and standard specification 
submittals of all materials to be used in the project provided by the contractor. The BOM's 
shall list the equipment and materials in sufficient detail that a purchase order for the 
materials and equipment can be executed without further elaboration or specifications. These 
documents will be used by the Embassy to approve all equipment and materials.
7 CONSTRUCTION REQUIREMENTS

7.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR. As this is a residential area workday hours of operation must be submitted and approved by COR. Contractor shall notify and have prior approval from the COR the work beyond the approved hours of operation as security escorts will need to be arranged.

7.1.1 The Contractor shall schedule all work during the weekdays, Monday through Friday, between the hours of 7am and 5pm. A Security escort will be arranged to stay with the Contractor after 3pm.

7.1.1.1 Local Bylaw restrictions shall be followed.

7.1.1.2 If after regular working hours are required, the contractor shall submit a request 24 hours ahead of time for approval.

7.1.1.3 Schedule work to avoid interruptions to normal operations of the residence. Disruptive work shall be scheduled and coordinated with the Contracting Officer and/or the Contracting Officer’s Representative.

7.2 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the water line repair. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

7.3 The Contractor shall transport and safeguard all materials and equipment required for construction.

7.4. The contractor will be responsible for security of all materials and equipment.

7.5 Receipt of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.

7.6 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings, landscaping or hardscape paved surfaces as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required since space and parking is very limited on site.

7.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR. COR will conduct a final walkthrough of the site with Contractor prior to signing off on job completion.

7.8 The Contractor shall perform the work at the site during the Embassy’s normal workday hours, unless agreed upon with the COR. Refer to 7.1 for further details.
7.9 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections, providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections. Contractor is responsible to obtaining all necessary locates and or permits.

7.10 At the end of each workday, or notification of a temporary stop order, the Contractor shall install temporary barricade. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

7.11 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every precaution to minimize danger to people, the work and adjacent properties. Precautions shall include, but are not limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work. The contractor shall be responsible to reinstate and disturbance or damage to adjacent properties at their own cost.

7.12 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all national, provincial and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.

7.13 Landscape Restoration – All unpaved areas disturbed and or damaged during construction including irrigation shall be reinstated to pre-construction condition using same (model and brand) quality irrigation parts, topsoil and sod, (seed will not be approved) as approved by the COR. Any landscape plants (trees, shrubs, annuals or perennials) killed or damaged by construction activities shall be replaced with same species and size when applicable and must be approved by the COR. All landscaping, irrigation and asphalt work must be performed by a qualified contractor.

7.14 Existing asphalt paving and associate materials to be removed and disposed.

7.15 The contractor shall be responsible to control and eliminate mud and dirt caused during the work onto existing driveway paving and public roadways.

7.16 The contractor shall coordinate with the COR, prior to beginning work, regarding the removal of existing tree(s), shrub(s), and other landscaping required by the new water line installation. Every effort must be made to minimize the impact and damage that the work will have on the existing landscape trees and surrounding landscape. Contractor is responsible to install protective barriers around existing trees close to the construction.
7.17 The contractor shall be responsible to remove existing tree(s), shrub(s), and other landscaping safely without causing damage to property and shall include the removal of tree stump(s), roots, and other associated organic material. Any required tree pruning needs to have a certified arborist do the work, the COR needs to approve the work and the certified contractor that will perform the work.

7.18 Existing trees, shrubs, and other landscaping affected by Demolition Work and New Work shall be removed and disposed, of with prior COR approval.

7.19 The contractor shall be responsible to clear and grub all existing ground surface areas associated with the new water line installation.

7.20 If existing utilities are affected by this Work, the contractor shall coordinate with the US Embassy and, if required, Utility Companies regarding any and all existing utility temporary disconnection of utilities and/or relocation of existing utilities as required by Demolition and New Work.

8 SPECIFICATION

Work shall include the installation of approximately 200 meters water line supply.

8.1 The contractor shall provide a technical evaluation, including stamped construction as built working plans. The technical specification shall follow the direction from a licensed subject matter expert i.e. Engineer. The contractor shall report precisely what is required for the Work being proposed in the RFQ. The contractor shall recommend construction methods (as directed by the subject matter expert), and equipment to be used for the excavation Work and New Work. The contractor shall also be responsible to obtain and secure all necessary permits and approval for the New Work of the RFQ.

8.2 The Contractor shall:
   a. Be responsible to have all utility infrastructure located prior to start of work. Lift, remove and dispose of existing asphalt.
   b. Dig trench at approx. 8 feet deep (below freezing line) from house to Minto Street.
   c. Install new 2” copper line in trench.
   d. Disconnect existing water line between the residence and the water pit.
   e. Backfill and compact trench.
   f. Re-instate asphalt where needed (approx. 125m).
   g. Re-instate landscape with topsoil and sod where needed (approx. 75m)
   h. Repair all damaged irrigation lines.
   i. Connect to existing services of the main house, the facility office building.
   j. Coordinate relocation of the water meters with the local authority.

9 WARRANTY

9.1 Provide a two years warranty, in writing, on materials and workmanship, from the date of project completion.
9.2 Provide manufacturer's warranty on all materials used to complete this project.

10 CRITERIA

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

11 DELIVERABLE SCHEDULE

11.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

11.2 Milestones: (Reserved)

12 PROJECT SECURITY

12.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

12.2 The contractor is required to submit completed “AUTHORITY FOR RELEASE OF INFORMATION – Government of Canada” forms for all workers and sub-contractors assigned to the project prior to commencing work, in order to have a security clearance performed. Blank form is attached. Contractors will also be required to submit vehicle information on all assigned vehicles prior to commencing work.

12.3 The Contractor shall submit this information including construction vehicle requirements within 10 calendar days of the Notice to Proceed.

END OF STATEMENT OF WORK

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows: “CMR Water Line”
D. **INSPECTION AND ACCEPTANCE**

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

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

D.1 **SUBSTANTIAL COMPLETION**

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

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

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

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

D.2 **FINAL COMPLETION AND ACCEPTANCE**

D.2.1 "**Final completion and acceptance**" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

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

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

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
The Contractor shall be required to:

(a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than 30 calendar days after the date the Contractor receives the notice to proceed.

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

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)
(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of CAD $1,000 for each calendar day of delay until the work is completed or accepted.

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

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

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

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

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

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

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor’s notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.
NOTICE TO PROCEED

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

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

WORKING HOURS

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

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

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

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

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

(b) The COR for this contract is the U.S. Embassy Facility Manager.

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

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

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

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

The contractor shall submit invoices in Adobe Portable Document Format (PDF) as an attachment to email addressed to OttawaInvoices@state.gov referencing the contract number in the subject of an email.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
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<tbody>
<tr>
<td>Per Occurrence</td>
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<tr>
<td>Cumulative</td>
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<table>
<thead>
<tr>
<th>(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS</th>
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<tbody>
<tr>
<td>Per Occurrence</td>
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<tr>
<td>Cumulative</td>
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</table>

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

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

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

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

G.3.0 DOCUMENT DESCRIPTIONS

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

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

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

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

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
(2) record shop drawings and other submittals, in the number and form as required by the specifications.
G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

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

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 10 business days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Driver’s License number
Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

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

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

G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

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

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [http://www.acquisition.gov/far/](http://www.acquisition.gov/far/) or [http://farsite.hill.af.mil/vffara.htm](http://farsite.hill.af.mil/vffara.htm). Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at [https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fbb9502725eac4e5&mc=true&tpl=/ecfbrowse/Title48/48chapter6.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fbb9502725eac4e5&mc=true&tpl=/ecfbrowse/Title48/48chapter6.tpl) to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

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

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS (NOV 2013)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
</tbody>
</table>


(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor employee’s employment.
3. Upon contract completion or termination.
(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)

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

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

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

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

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2019)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

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

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)

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

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

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)
<table>
<thead>
<tr>
<th>Clause</th>
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<tr>
<td>52.232-25</td>
<td>PROMPT PAYMENT (JULY 2013)</td>
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<td>52.232-27</td>
<td>PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)</td>
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<td>52.232-33</td>
<td>PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
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<td>52.232-34</td>
<td>PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)</td>
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<td>DISPUTES (MAY 2014) <em>Alternate I (DEC 1991)</em></td>
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<td>52.233-3</td>
<td>PROTEST AFTER AWARD (AUG 1996)</td>
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<tr>
<td>52.236-2</td>
<td>DIFFERING SITE CONDITIONS (APR 1984)</td>
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<td>SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)</td>
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<td>52.236-5</td>
<td>MATERIAL AND WORKMANSHP (APR 1984)</td>
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<td>52.236-6</td>
<td>SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)</td>
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<td>52.236-7</td>
<td>PERMITS AND RESPONSIBILITIES (NOV 1991)</td>
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<tr>
<td>52.236-8</td>
<td>OTHER CONTRACTS (APR 1984)</td>
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<tr>
<td>52.236-9</td>
<td>PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)</td>
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<td>52.236-10</td>
<td>OPERATIONS AND STORAGE AREAS (APR 1984)</td>
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<td>52.236-11</td>
<td>USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)</td>
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<td>52.236-12</td>
<td>CLEANING UP (APR 1984)</td>
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<td>52.236-13</td>
<td>ACCIDENT PREVENTION (NOV 1991)</td>
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<td>52.236-14</td>
<td>AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)</td>
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<td>52.236-15</td>
<td>SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)</td>
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<td>52.236-21</td>
<td>SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)</td>
</tr>
<tr>
<td>52.236-26</td>
<td>PRECONSTRUCTION CONFERENCE (FEB 1995)</td>
</tr>
</tbody>
</table>
The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70  DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)
   (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.
   (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

652.229-71  PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
   Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor
experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)
In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

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

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

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

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

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

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

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

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

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

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

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

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

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

(End of clause)
652.242-73  AUTHORIZATION AND PERFORMANCE (AUG 1999)
(a) The Contractor warrants the following:
   (1) That it has obtained authorization to operate and do business in the country or
countries in which this contract will be performed;
   (2) That it has obtained all necessary licenses and permits required to perform this
contract; and,
   (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of
said country or countries during the performance of this contract.
(b) If the party actually performing the work will be a subcontractor or joint venture partner,
then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of
this clause.

(End of clause)

652.243-70  NOTICES (AUG 1999)
Any notice or request relating to this contract given by either party to the other shall be in
writing. Said notice or request shall be mailed or delivered by hand to the other party at the
address provided in the schedule of the contract. All modifications to the contract must be made
in writing by the Contracting Officer.

(End of clause)
## I. LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>ATTACHMENT NUMBER</th>
<th>DESCRIPTION OF ATTACHMENT</th>
<th>NUMBER OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1</td>
<td>Sample Bank Letter of Guaranty</td>
<td>1</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Standard Form 25, &quot;Performance and Guaranty Bond&quot;</td>
<td>2</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Standard Form 25A, &quot;Payment Bond&quot;</td>
<td>2</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>Standard Form 25B, &quot;Continuation Sheet for SF25/SF25A&quot;</td>
<td>2</td>
</tr>
<tr>
<td>Attachment 5</td>
<td>Drawings / Specifications</td>
<td>-</td>
</tr>
<tr>
<td>Attachment 6</td>
<td>Breakdown of Price by Divisions of Specifications</td>
<td>Determined by Offeror</td>
</tr>
</tbody>
</table>
A. QUALIFICATIONS OF OFFERORS

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

(1) Be able to understand written and spoken English;
(2) Have an established business with a permanent address and telephone listing;
(3) Be able to demonstrate prior construction 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 or to post adequate performance security, such as bonds, 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.

B. SUBMISSION OF QUOTATIONS

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

<table>
<thead>
<tr>
<th>VOLUME</th>
<th>TITLE</th>
<th>NUMBER OF COPIES*</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Standard Form 1442 including a completed Attachment 6, &quot;BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS&quot;</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>Performance schedule in the form of a &quot;bar chart&quot; and Business Management/Technical Proposal</td>
<td>1</td>
</tr>
</tbody>
</table>
Submit the complete quotation to the address indicated. The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.


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

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

Proposed Work Information - Provide the following:
(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
(2) The name and address of the Offeror's field superintendent for this project;
(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

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

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
(2) Contract number and type;
(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
(4) Brief description of the work, including responsibilities; and
(5) Any litigation currently in process or occurring within last 5 years.
C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
(b) A site visit has been scheduled for May 14, 2020 at 10:00 a.m. EST
(c) Participants will meet at 1500 Lisgar Road, Rockcliffe Park, ON K1M 0G1.

D. MAGNITUDE OF CONSTRUCTION PROJECT

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

USD $25,000 (CAD $35,000) – USD $250,000 (CAD $350,000)

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

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: http://acquisition.gov/far/index.html/ or http://farsite.hill.af.mil/vfara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

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

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)</td>
</tr>
</tbody>
</table>
K. EVALUATION CRITERIA

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

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

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.
SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

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

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

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

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(e) Taxpayer Identification Number (TIN).

TIN: ____________________________

☐ TIN has been applied for.
☐ TIN is not required because:
  ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  ☐ Offeror is an agency or instrumentality of a foreign government;
  ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.
☐ Sole Proprietorship;
☐ Partnership;
☐ Corporate Entity (not tax exempt);
☐ Corporate Entity (tax exempt);
☐ Government Entity (Federal, State or local);
☐ Foreign Government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other ________________________________.

(f) Common Parent.
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
☐ Name and TIN of common parent:
  Name _____________________________
  TIN ______________________________

(End of provision)

52.204-8 Annual Representations and Certifications (OCT 2018)

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is __________ [insert NAICS code].

(2) The small business size standard is __________ [insert size standard].

(3) The small business size standard for a concern 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 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

  [ ] (i) Paragraph (d) applies.
  [ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

  (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

     (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $250,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

   (A) Are not set aside for small business concerns;

   (B) Exceed the simplified acquisition threshold; and

   (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, 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) 52.219-2, 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) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, 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 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(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 $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.
(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

( xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer checked as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.
___ (ii) 52.204-20, Predecessor of Offeror.
___ (i i i) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
___ (vii) 52.227-6, Royalty Information.
    ___ (A) Basic.
    ___ (B) Alternate I.
___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and
applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<table>
<thead>
<tr>
<th>FAR Clause</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) [ ] Outside the United States.
L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
</tbody>
</table>

L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

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

“Marginalized populations of Sudan” means—

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

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

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

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

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

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

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

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

(End of provision)

L.6. **52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS**

REPRESENTATION (NOV 2015)

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

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

(c) Representation. The Offeror represents that.

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

52.204-24 **REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(End of provision)
SAMPLE LETTER OF BANK GUARANTY

Place [   ]
Date [   ]

Contracting Officer
U.S. Embassy, Ottawa
490 Sussex Drive, Ottawa, ON

SUBJECT: Performance and Guaranty

Letter of Guaranty No. ______

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer’s written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [name]
Address: ____________________________ Location: ____________________________
Representatives: ____________________________ State of Inc.: ____________________________
Corporate Seal: ____________________________

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.
**PERFORMANCE BOND**  
*(See instructions on reverse)*

<table>
<thead>
<tr>
<th>DATE BOND EXECUTED (Must be same or later than date of contract)</th>
<th>OMB Control Number: 9000-0045</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Expiration Date: 8/31/2022</td>
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</table>

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

**PRINCIPAL**  
*(Legal name and business address)*

<table>
<thead>
<tr>
<th>TYPE OF ORGANIZATION <em>(“X” one)</em></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIVIDUAL</td>
<td>PARTNERSHIP</td>
</tr>
<tr>
<td>CORPORATION</td>
<td>OTHER (Specify)</td>
</tr>
</tbody>
</table>

**SURETY(IES)** *(Name(s) and business address(es))*

**SURETY A**  
*(Name & address)*

**SURETY B**  
*(Name & address)*

**SURETY C**  
*(Name & address)*

**PENAL SUM OF BOND**

<table>
<thead>
<tr>
<th>MILLION(S)</th>
<th>THOUSAND(S)</th>
<th>HUNDRED(S)</th>
<th>CENTS</th>
</tr>
</thead>
</table>

**CONTRACT DATE**

**CONTRACT NUMBER**

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal-

- (a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
- (2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

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**INDIVIDUAL SURETY(IES)**

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**CORPORATE SURETY(IES)**

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**INSTRUCTIONS**

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

   (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

   (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.
PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of
contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:
The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

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### INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury’s list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

    (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

    (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

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**Corporate Seal**