The U.S. Consulate General Toronto

360 University Avenue, Toronto, ON, M5G 1S4

July 11, 2022

SUBJECT:  Solicitation Number: 19CA7022Q0005
           Title of the Project: Restoration of Two Washrooms in Basement Floor at COB

Dear Prospective Offeror,

    The U. S. Consulate General Toronto invites you to submit a quotation for basement washroom restoration at the U.S. Consulate office building at 360 University Avenue, Toronto, ON, M5G 1S4. If you are interested in submitting a quotation for this project, please read the instructions included in the attached Request for Quotation (RFQ).

    The Consulate intends to conduct a site visit and hold a pre-proposal conference. The conference is expected to be held at 360 University Avenue, Toronto, ON, M5G 1S4 on Thursday, July 21, 2022 at 02:00 p.m. EST. All prospective offerors who have received a solicitation package are invited to attend and must confirm their attendance by providing names to AfrinSL@state.gov by COB Monday, July 18, 2022.

    Submit any questions you may have concerning this solicitation by email to AfrinSL@state.gov in writing by COB Wednesday, July 27, 2022. Responses will be made available in writing to all prospective offerors. Electronic quotations should be submitted with “Quotation for Solicitation Number 19CA7022Q0005 Attached” reference in the subject line to the following email address AfrinSL@state.gov on or before 4:00 P.M. EST on Thursday, August 11, 2022. If the contractor needs more time for any reasons, they should notify the Contracting Officer in writing at least two days before the deadline.

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

1. SF-1449
2. Section A;
3. Additional information as required in Section I.

    The Purchase Order 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.

    The project completion time is 120 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 Consulate 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: AfrinSL@state.gov. Questions must be written in English. Calls may be made during regular business hours.

Sincerely,

Jill Larson
Management Officer
U.S. Consulate General, Toronto
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SOLICITATION/CONTRACT/OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, 5, 30

2. CONTRACT NO: [ ]

3. AWARD EFFECTIVE DATE: [ ]

4. ORDER NUMBER: [ ]

5. SOLICITATION NUMBER: [ ]

6. SOLICITATION ISSUE DATE: [ ]

7. FOR SOLICITATION INFORMATION CALL: [ ]

8. NAME: [ ]

9. TELEPHONE NUMBER: [ ]

10. THIS ACQUISITION IS [ ]

11. DELIVERY FOR FOB DESTINATION TO FOLLOW BLOCK IS MARKED [ ]

12. DISCOUNT TERMS: [ ]

13. THIS CONTRACT IS A [ ]

14. METHOD OF SOLICITATION: [ ]

15. DELIVER TO [ ]

16. ADMINISTERED BY [ ]

17. CONTRACTOR/OFEREE [ ]

18. PAYMENT WILL BE MADE BY [ ]

19. TELEPHONE NO: [ ]

20. SCHEDULE OF SUPPLIES/SERVICES [ ]

21. QUANTITY [ ]

22. UNIT [ ]

23. UNIT PRICE [ ]

24. AMOUNT [ ]

25. TOTAL AWARD AMOUNT: [ ]

26. SIGNATURE OF OFFERER/CONTRACTOR [ ]

Authorized for Local Reproduction
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449

Prepared by GSA - FAR 48 CFR 53.212

RFQ No. 19CA7022Q005

Restoration of Two Washrooms in Basement Floor at COB
|---------|----------------------------------|-------------|----------|---------------|-----------|

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

36. CHECK NUMBER

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Name)

42b. RECEIVED AT (Location)

42c. DATE REC'D (Y/M/D)

42d. TOTAL CONTAINERS
SECTION A - PRICING INFORMATION

RFQ Number 19CA7022Q0005

CONSTRUCTION SERVICES: WASHROOM RESTORATION AT COB

A.1 CONTRACT 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 Labor Cost before Tax in Canadian Dollars: $____________________________

Total Material Cost before Tax in Canadian Dollars: $____________________________

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.2 HARMONIZED SALES TAX (HST)

The Contractor shall include HST as a separate charge on the Invoice and as a separate line item in Section A.

A.3 TYPE OF CONTRACT

This is a firm, fixed-price contract payable entirely in the currency indicated in the SF-1449. No additional sums will be payable for any escalation in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government. The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.
SECTION B – STATEMENT OF WORK

B.1 SCOPE OF WORK

The purpose of this fixed price purchase order is for the restoration of the basement washrooms at the U.S. Consulate General office building at 360 University Avenue, Toronto. The Contractor shall perform the service according to below requirements. The contract drawings are set forth in Section H as Attachment 6 and the Specifications/Statement of Work are set forth in Section H as Attachment 5.

B.2 CODES AND STANDARDS

(1) All work shall be governed by the:
   • NFPA 70 National Electrical Code (NEC) 2020;
   • The most current version of all other NFPA codes and standards shall be used where not covered by the 2018 International Code Council body of codes.
   • Mechanical Systems - ASHRAE and SMACNA Standards.
   • Architectural Barriers Act
   • Uniform Federal Accessibility Standards (USAF)
   • Americans with Disability Act Accessibility Guidelines (ADAAG)]
   • OBO design specifications and amendments to the identified codes
   • OBO historical and heritage preservation requirements
   • U.S. Army Corp of Engineer’s EM 385-1-1, Safety and Health Requirements Manual dated November 30, 2014

(2) The Contractor is responsible for compliance with the listed building codes, standards, and requirements. Work not in compliance with the aforementioned codes, standards and requirements shall be deemed unacceptable.

(3) Local codes and standards are acceptable provided the local code or standard is more stringent than the aforementioned codes, standards and requirements. The Contractor has the burden to prove to the COR that local code(s) or standard is more stringent. In the event of discrepancy, disagreement, or uncertainty the listed codes and standards shall prevail.

(4) It is the responsibility of the contractor to adhere to and obtain any required permit and/or approvals; i.e. utility locates and permits.

B.3 FURNITURE AND FURNISHINGS PRICING, DOCUMENTATION, AND INSTALLATION PHASE

(Reserved)
B.4 DELIVERABLE SCHEDULE

(A) 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.

(B) **Milestones** | **Calendar Days**
---|---
a. Contractor Pre-Proposal Site Visit | July 21, 2022
b. Pre-Commencement Submittals | August 11, 2022
c. Award of Contract & Notice to Proceed | 10 days after accepting quote
d. Kick-off Meeting | Within 10 days of NTP
e. Feasibility Report | 21 days from Kick-off Meeting
f. USG Review and Comments | 21 days
g. 35% Design Development Submittal | 21 days from COR approval
h. USG Review and Comments | 21 days
i. 60% Design Development Submittal | 21 days from COR approval
j. USG Review and Comments | 21 days
k. 100% Design Development Submittal | 21 days from COR approval
l. USG Review and Comments | 21 days
m. Final Acceptance by Consulate | After completion of punch list

| Total Days | 202 days (approximately) |

B.5 PROJECT SECURITY

(A) 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 Consulate. Information submitted by the Contractor will not be disclosed beyond the Consulate.

(1) The contractor is required to submit completed “DS-7673: 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. Each individual will also have to share a copy of their valid Canadian photo ID. A blank form is attached in Attachment #7. Contractor will also be required to submit vehicle information on all assigned vehicles which will be parked in U.S. government premises prior to commencing work.

(2) The Contractor shall submit this information within five (5) calendar days of the Notice to Proceed.

(B) WORK REQUIREMENTS

(1) No work shall begin until approvals of the Submittals are accepted by the COR. As the building is functional and occupied for U.S. government businesses; workday hours of operation must be submitted and approved by the COR.

(2) The Contractor shall schedule all work during the weekdays, Monday through Friday, between the hours of 8am and 4pm.

(3) Local Bylaw restrictions shall be followed.

(4) If any work needs to be done after regular working hours, the contractor shall submit a request 24 hours ahead of time for approval.

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

(6) The Contractor shall be responsible for all required materials, equipment, and personnel to manage, administer, and supervise the contract.

(7) The Contractor shall perform the work at the site during the Consulate's normal workday hours, unless agreed upon with the COR.

END OF STATEMENT OF WORK
SECTION C - PACKAGING AND MARKING

The contractor shall address all physical deliveries to the following address:

U.S. Consulate General-Toronto
360 University Avenue
Toronto, Ontario M5G-1S4
Attn: Facilities Maintenance
D.1 INSPECTION

The Contractor shall maintain a system of quality assurance and quality control to ensure that the quality of product and deliverables meet the requirements of this contract. The Government reserves the right to inspect the Contractor's work as well as its system of Quality Assurances and Quality Control (QA/QC).

The Contractor's key individual responsible for quality of construction is

The Contractor's key individual responsible for quality of documentation is

If a key individual (see D-3 below) needs to be replaced during performance of this contract the contractor shall submit a resume for an equal or better replacement to the COR for approval.

D.2 ACCEPTANCE

Acceptance of deliverable items shall be by the COR. Acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility of the project.

D.3 QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

The Contractor shall prepare and implement (based on approval by the Government), a Quality Assurance and Control Plan. The Contractor shall address the following areas in the plan:

D.3.1 Organizational Structure. Proposed organizational structure for the project, including charts and a description of responsibilities of key persons who will perform the work. The Contractor shall identify persons responsible for interface with the Government.

D.3.2 Document Control. The program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing documents and revisions must be identified.

D.3.3 Verification. The Contractor shall identify the senior person (s) who will be responsible for final review and verification before documents are transmitted
to the Government. Cursory supervisory reviews will not be sufficient.

D.3.4 Corrective Action. The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the construction or resulting deliverables are found.

D.3.5 Quality Assurance Reporting. The Contractor shall prepare a Quality Assurance (QA) report to be submitted as part of the Project Handover. This report shall identify the QA procedures used for the construction. This report shall also identify steps taken to coordinate all work done by the Contractor and subcontractors. The report shall include:

1. QA status of the project;
2. Significant program problems and their solutions/corrective actions;
3. Organization and key personnel changes, as required.
SECTION E - DELIVERIES OR PERFORMANCE

E.1 **PERIOD OF PERFORMANCE**

The contractor shall complete all work required by this contract within the period indicated in Delivery Schedule. This period includes Government review and approval time for each deliverable item required by the contract.

E.2 **CONTRACTOR DELAYS**

The project schedule is a key parameter of this project. Completion of the construction and documentation is key to the project as a whole. The Government will require adequate consideration for any slippage in schedule without excusable delay. The Contractor is required to document any delays and submit justification to the Contracting Officer.

E.3 **DELIVERY SCHEDULE**

The Contractor shall deliver the items listed in Section A and Section B based on the Deliverable Schedule mentioned in B-5.

E.4 **DELIVERABLES**

E.4.1 The Contractor shall deliver design submittals to the COR electronically and if necessary, printed copies. Delivery method shall be determined by the Government.

E.4.2 Monthly progress reports are not required.

E.4.3 When physical delivery of information is required, all delivery charges shall be prepaid by the Contractor.

E.5 **DELIVERY CHARGES**

All delivery charges shall be prepaid by the Contractor.

E.6 **ORDER OF SERVICES**

The Contracting Officer reserves the right to establish the order in which the services are performed.
SECTION F - CONTRACT ADMINISTRATION

F.1 652.242-70 CONTRACTING OFFICER’S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by 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 will be designated in writing within seven (7) calendar days of contract award.

(c) COR Duties:

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor’s performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract’s terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

F.2 INVOICING AND PAYING INSTRUCTIONS

F.2.1 The Contractor shall submit invoices in the original and three copies to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

F.2.2 The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, contact the COR.

F.2.3 Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Section A shall be made based upon acceptance of deliverables and in
accordance with FAR 52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor.

The Contractor shall mail invoices to TorontoInvoices@state.gov, referencing the U.S. Consulate General Toronto Order Number in the “Subject:” of an email. A proper invoice shall include the following information:

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

New Contractor shall submit an Electronic Funds Transfer (EFT) Registration form to: MissionCanadaEFT@state.gov and TorontoInvoices@state.gov. Incorrect Invoices will be returned to Vendor.

Payment shall be made by Electronic Funds Transfer within four (4) to six (6) weeks upon acceptance of the ordered products and delivery of a correct invoice. After that time, direct payment status inquiries to: TorontoInvoices@state.gov. Invoices shall reflect the contract number and the name of the COR.

F.2.4 The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

F.3 SPECIAL TERMS AND CONDITIONS

F.3.1 Security

The following considerations must be followed by the Contractor and/or must be incorporated into the design documents:

(1) All documents received or generated under the contract are the property of the U.S. Government.

(2) All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution are prohibited without express approval of the U.S. Government. The Contractor shall mark all construction documents as follows:

WARNING
This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of U.S. Consulate General, Toronto.
(3) Proposed and actual contract documents will only be disseminated on a strict need-to-know basis and will not be further disseminated without prior authorization from the Department of State.

(4) Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

(5) Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The SSO or SSM will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs and/or negatives.

(6) The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

(7) The Department reserves the right to demand retention of all copies of photographs and negatives.

F.3.2 The Contractor shall compare these estimates to the design-to-budget amount and confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. The Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost.

In addition to the clause of FAR 52.236-22, if at any time it is determined that the estimated cost of construction exceeds the design-to-budget amount, the Contracting Officer may direct the Contractor to perform redesign and other services as needed to reduce the estimated cost of construction to an amount that is within the design-to-budget amount. The Contractor shall perform redesign and other services at no additional cost to the Government. The Contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

F.4 REIMBURSABLE EXPENSES

The total amount additional reimbursable expenses under this contract is zero Dollars.
F.5  RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall not make public announcements, including news and press releases; these are the prerogative of the Contracting Officer.

F.6  NOTIFICATION OF CHANGES

F.6.1  This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

F.6.2  Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

F.6.3  Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

(i)  The date, nature and circumstances of the conduct regarded as a change;

(ii)  The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(iii) The identification of any documents and the substance of any oral communication involved in such conduct;

(iv)  In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(v)   The particular element of contract performance that the Contractor may seek an equitable adjustment under this clause, including –

•  What contract line items have been or may be affected by the alleged change;
•  What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
•  To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
•  What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
(vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

F.6.4 Continued Performance. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

F.6.5 Government Response. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

1. Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
2. Countermand any communication regarded as a change;
3. Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
4. Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

F.6.6 Equitable Adjustments. If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

1. In the contract price or delivery schedule or both; and
2. Any other term of the contract affected.

F.6.7 Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.
SECTION G - CLAUSES

G.1  FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CH. 1) CLAUSES

52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following clauses apply for all services provided under this contract.

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52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2021)

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

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

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

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

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

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-1 PAYMENTS (AUG 1984)

52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)

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

52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

   (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

   (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or
services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) **Hourly rate.**

(1) **Hourly rate** means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

- (i) Performed by the Contractor;
- (ii) Performed by the subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause-
   (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

   (ii) Materials means-
      (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
      (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
      (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
      (D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-
   (i) Quantities being acquired; and
   (ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-
   (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
   (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-
   (i) Comprised only of costs that are clearly excluded from the hourly rate;
   (ii) Allocated in accordance with the Contractor’s written or established accounting practices; and
   (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-
   (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
   (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for
performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)
52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one year.

(End of clause)
G.2 **CLAUSES FROM DEPARTMENT OF STATE ACQUISITION (DOSAR) REGULATION**

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](http://www.state.gov/m/ds/rls/rpt/c21664.htm).

(End of clause)

**CONTRACTOR IDENTIFICATION (JULY 2008)**

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

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

(a) The Optional Form (OF) 347, Order for Supplies or Service, and Optional Form 348, Order for Supplies or Services Schedule – Continuation; or

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077 Continuation Sheet.

(End of clause)
(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

(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)

652.242-73 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.
Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)
SECTION H - LIST OF ATTACHMENTS

The following documents are attached and made a part of this contract:

ATTACHMENT 1 - Breakdown of Proposal Price by Divisions of Specifications
ATTACHMENT 2 – Specifications
ATTACHMENT 3 - Sample Letter of Bank Guaranty
ATTACHMENT 4 - Sample Payment Bond
ATTACHMENT 5 - Scope of Work (SOW)
ATTACHMENT 6 - Drawings of the Existing Washrooms
ATTACHMENT 7 – DS 7673 – Authority for Release of Information
ATTACHMENT 8 – EFT Enrollment Form
SECTION I - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B - Description/Specifications/Work Statement, and the attachments provided with this solicitation.

Summary of Instructions

Each quotation must consist of the following physically separate volumes:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Title</th>
<th>Number of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Executed Standard Form 1449</td>
<td>1 electronic copy</td>
</tr>
<tr>
<td>2</td>
<td>Price Proposal and Completed Section A</td>
<td>1 electronic copy*</td>
</tr>
</tbody>
</table>

Submit the complete quotation to the address indicated in SF1449.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

*Volume 2 shall contain:

1. Complete pricing schedules as identified in Section A. The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.

2. A copy of the firm’s Business License.

3. A copy of liability insurance policy covering errors and omissions.

   The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.

I.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.
The following Federal Acquisition Regulation provision(s) is/are incorporated by reference:

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
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<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 (AUG 2020)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSIONS OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.215-1</td>
<td>INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2017)</td>
</tr>
</tbody>
</table>

I.3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation with additional services under a Time-and-Materials basis.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

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

(End of provision)

I.4 FINANCIAL STATEMENT

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

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

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and Cash Flow Statement that shows the firm’s sources and uses of cash
during the most recent accounting period. This will help the Government assess a firm’s ability to pay its obligations.

The Government will use this information to determine the offeror’s financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.
SECTION J - EVALUATION FACTORS FOR AWARD

J.1 EVALUATION OF PROPOSALS

J.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with this Request for Quotation, and must meet all the requirements set forth in all the sections of this solicitation.

J.1.2 BASIS FOR AWARD

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

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section I. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section I and conform to the requirements of the solicitation.

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

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

J.2 **AWARD SELECTION**

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

J.3 **AWARD WITHOUT DISCUSSIONS**

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

J.4 **SEPARATE CHARGES**

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.
ATTACHMENT #1

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

<table>
<thead>
<tr>
<th>(1) Division/Description</th>
<th>(2) Labor</th>
<th>(3) Materials</th>
<th>(4) Overhead</th>
<th>(5) Profit</th>
<th>(6) Total (CDN$)</th>
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<tbody>
<tr>
<td>1. General Requirements/ Mobilization</td>
<td></td>
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<td>2. Site Work</td>
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<td>3. Concrete</td>
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<td>6. General Laborer</td>
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<td>7. Tiler for floor and walls</td>
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<td>8. Carpenter</td>
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<td>10. Specialties</td>
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<td>11. Equipment</td>
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<td>12. Mechanical: Plumbing</td>
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<td>13. Electrical</td>
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<td>TOTAL (CDN$):</td>
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</tbody>
</table>

Allowance Items:


Alternates, if any (list separately; do not total):


Offeror: ___________________________ Date ____________

RFQ No. 19CA7022Q0005
Restoration of Two Washrooms in Basement Floor at COB  Page 39 of 57
ATTACHMENT #2 - SPECIFICATIONS

Please attach a list of materials (Bill of Materials) that you are planning on supplying for this project.
ATTACHMENT #3 – SAMPLE LETTER OF BANK GUARANTY

SAMPLE LETTER OF BANK GUARANTY

Place [     ]
Date [     ]

Contracting Officer
U.S. Consulate General, Toronto
360 University Avenue, Toronto, ON

Letter of Guaranty No. __________

SUBJECT: Performance and Guaranty

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 another 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:

Representatives: Location:

______________________________

RFQ No. 19CA7022Q0005
Restoration of Two Washrooms in Basement Floor at COB

Page 41 of 57
Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.
ATTACHMENT #4 – SAMPLE PAYMENT BOND

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

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 you 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 (M1V1CE), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (legal name and business address):

<table>
<thead>
<tr>
<th>TYPE OF ORGANIZATION (“X” one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIVIDUAL</td>
</tr>
<tr>
<td>CORPORATE</td>
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</table>

<table>
<thead>
<tr>
<th>STATE OF INCORPORATION</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>PENAL SUM OF BOND</th>
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<tbody>
<tr>
<td>MILLION(S)</td>
</tr>
<tr>
<td>THOUSAND(S)</td>
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<td>HUNDRED(S)</td>
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<tr>
<td>CENTS</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT NUMBER</td>
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</tbody>
</table>

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 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.

PRINCIPAL

(Signature(s))

(Seal)

NAME(S) & TITLE(S)

(Seal)

(Seal)

CORPORATE SEAL

INDIVIDUAL SURETY(IES)

(Signature(s))

(Seal)

NAME(S) & TITLE(S)

(Seal)

CORPORATE SURETY(IES)

(Signature(s))

STATE OF INCORPORATION

LIABILITY LIMIT

CORPORATE SEAL

AUTHORIZED FOR LOCAL REPRODUCTION

PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 25A (REV. 8/2016)

Prescribed by GSA-FAR (48 CFR) 53.2223(c)
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 liabilities 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.

STANDARD FORM 25A (REV. 8/2010) BACK
<table>
<thead>
<tr>
<th>SURETY P</th>
<th>NAME AND ADDRESS</th>
<th>STATE OF INCORPORATION</th>
<th>LIABILITY LIMIT</th>
<th>CORPORATE SEAL</th>
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**ATTACHMENT #5 – SCOPE OF WORK (SOW)**

SOW for Washrooms Restoration on basement floor at the U.S. Consulate General Toronto, 2022

**Demolition:**

<table>
<thead>
<tr>
<th>MEN’S WASHROOM SPECS.</th>
<th>LADIES WASHROOM SPECS.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Remove and dispose of hallway door</td>
<td>Remove and dispose of hallway door</td>
</tr>
<tr>
<td><strong>2</strong> Remove and dispose of vestibule door</td>
<td>Remove and dispose of vestibule door</td>
</tr>
<tr>
<td><strong>3</strong> Remove and dispose of 2 toilets</td>
<td>Remove and dispose of 2 toilets</td>
</tr>
<tr>
<td><strong>4</strong> Remove and dispose of partitions around toilets</td>
<td>Remove and dispose of partitions around toilets</td>
</tr>
<tr>
<td><strong>5</strong> Remove and dispose of urinal</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>6</strong> Remove and dispose of sink</td>
<td>Remove and dispose of sink</td>
</tr>
<tr>
<td><strong>7</strong> Remove and dispose of floor and wall tiles</td>
<td>Remove and dispose of floor and wall tiles</td>
</tr>
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</table>

BASEMENT HALLWAY WILL BE BOARDED OFF FROM THE BATHROOM AREAS BEING WORKED ON USING PLYWOOD.

ACCESS TO THE CONSTRUCTION ZONE WILL BE THROUGH A LOCKABLE DOOR BUILT INTO THE END OF THE BOARDING.

WORK AREA WILL BE COMPLETELY SEALED AS TO RETAIN ALL DUST AND DEBRIS.

**Construction:**

<table>
<thead>
<tr>
<th>MEN’S</th>
<th>LADIES</th>
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<tr>
<td><strong>1</strong> Widen Hallway door opening to 36”</td>
<td>Widen Hallway door opening to 36”</td>
</tr>
<tr>
<td><strong>2</strong> Install new wooden 36” hallway door with automatic door operator and 2 operating paddles, handicap/brail signage, frosted site glass, 5 1/4”w x 65”h and stainless-steel push plate on the outside, stainless steel plate and pull handle on the inside</td>
<td>Install new 36” wooden hallway door with automatic door operator and 2 operating paddles, handicap/brail signage, frosted site glass 5 1/4”w x 65”h and stainless-steel push plate on the outside, stainless steel plate and pull handle on the inside</td>
</tr>
<tr>
<td><strong>3</strong> The vestibule door opening to be capped off with brushed stainless-steel caps</td>
<td>The vestibule door opening to be capped off with brushed stainless-steel caps</td>
</tr>
<tr>
<td><strong>4</strong> Install new vestibule light</td>
<td>Install new vestibule light</td>
</tr>
<tr>
<td><strong>5</strong> Cap off plumbing and replace terrazzo floor with floor tile throughout the entire bathroom. Transition from hallway to bathroom shall be flush.</td>
<td>Cap off plumbing and replace terrazzo floor with floor tile throughout the entire bathroom. Transition from hallway to bathroom shall be flush.</td>
</tr>
<tr>
<td><strong>6</strong> Replace wall tiles throughout the entire bathroom area. From floor level up to the height of the existing tiles.</td>
<td>Replace wall tiles throughout the entire bathroom area. From floor level up to the height of the existing tiles.</td>
</tr>
</tbody>
</table>
Install new toilet partitions with a 34" door opening  
8 Install 1 new ABA compliant toilet and reuse existing flush unit with new similar type  
9 Install 1 new urinal with assoc. plumbing and new flush unit similar to existing  
10 Install grab bars behind and beside 1 toilet  
11 Install new toilet paper dispenser  
12 Install new vanity countertop  
13 Install new sink with automatic faucet, mixing valve and proper pipe insulation under counter  
14 Install 1 new mirror  
15 Install new paper towel dispenser  
16 Install new garbage can  
17 Install new T-Bar ceiling grid and tiles in washroom and vestibule areas  
18 Install 2 new LED flat panel light fixtures with ceiling mounted dual sensor motion sensor  
19 Install 1 baby change table  
20 Install a touch free soap dispenser at each sink  
21 Install grab bars/ baby change tables may not be able to be mounted to existing tile due to air gap between tile and the wall

Replacement items to be of greater than, or comparable value to the following items:

DOOR OPERATOR - Electromechanical operator, complies with North American and European standards and requirements for low-energy power operated doors. Silent and smart applications with high intelligent functions. Safe, reliable and quiet operation or public service
environments door opens automatically when manually pushed from the closed position, and “Power Assist”, providing motorized assistance when the door is pulled opened by hand. The smart control unit offers monitored battery backup for convenience. Features are smart lock functions for security, monitored sensors and low-energy consumption. Technical specifications:

Power consumption max. 75 W Auxiliary voltage 24 V DC, max. 400 mA
Monitor battery backup unit 24 V DC Electromechanical locking connection 12 V DC max 500 mA or 24 V DC max 250 mA Ambient temperature -20°C to +45°C Relative humidity (non-condensing) max 85% Max recommended Inertia J
For PUSH = 45 kgm² For PULL = 16 kgm² J = Door weight x (Door width)²/3.
Besam SW-100 or equivalent.

A. PADDLES - To match existing, surface mount with stainless enclosure, blue print on stainless steel button BEA push plates, Model # 10PBR451 or equivalent.

B. LIGHT FIXTURE - RECESSED LIGHT, 35 Watts LED equivalent

C. PARTIONS - 304 Stainless Steel, to include all mounting hardware, hinges, coat hooks, etc. as per drawings.

D. TOILETS - Handicapped, White, 6L/fl., elongated bowl, comfort height, toilet seat, (white with open front), with new flush unit equivalent to existing.

E. URINAL - Vitreous china, Low-consumption, (3.8 Lpf/1.0 gpf), Flushing rim, Siphon jet flush action, Extended sides for privacy, 3/4” inlet spud, Outlet connection threaded 2” inside (NPTF), 2 wall hanger, Meets ANSI flush requirements at 1.0 GPF, 6561.017 Top spud, Nominal Dimensions: 356 x 445 x 679mm (14” x 17-1/2” x 26-3/4”) Recommended working pressure – between 20, psi at valve when flushing and 80 psi static2008/CSA B45.1-08 for Vitreous China Fixtures, Meets or Exceeds the Following Specifications: • ASME A112.19.2- Compliance Certifications.

F. SANITARY NAPKIN DISPOSAL BOX - Surface Mounted Sanitary Napkin Disposal. Stainless steel with a satin finish. Covered. The cover is secured to the cabinet with a stainless steel piano hinge. Bobrick, Model # 44HBM or equivalent.

G. GRAB BARS - 1 - 36" long, 1 - 24" long per ADA cubicle

H. TOILET PAPER DISPENSER - Able to hold 2 rolls of all brands of 9" paper rolls. U-Line, Model # H-1347 or equivalent

I. VANITY COUNTERTOP - Marble, approx. 40"w x 24”d complete with wall support

J. SINK - American Standard, Model # 29196, surface mounted or equivalent
AUTOMATIC FLOW CONTROL FAUCET - DELTA COMMERCIAL, model # 591-LGHGMHDF or 590T1250 or equivalent

MIXING VALVE - Delta Commercial R2900-MIX, with thermostatic limit stop or equivalent

PIPE INSULATION - Lav Guard 2, pipe covering to include supply lines as well as drains or equivalent

K. MIRROR - 30"w x 36"h with stainless steel frame

L. PAPER TOWEL DISPENSER - 8" Hands Free Dispenser, 16" x 13" x 10", Manual, No Batteries Required, Pull towel off, next one appears. No levers or push buttons. Kimberly Clark, Model # H-2272 or equivalent

HAND DRYERS - Dyson hand dryers to be supplied by the Government

M. GARBAGE CAN - 14"h x 12" w, open mesh basket type for under the counter - TBD

N. CEILING TILES - Armstrong, 2’ x 4’, Dune, Second look II, Humiguard Plus, 2712A or equivalent

O. CEILING LIGHTS - 2x4 foot, LED Flat Panel fixtures, to fit in ceiling grid

P. CEILING MOUNTED SENSOR FOR LIGHTS - Hubbell ATD500C H-Moss dual occupancy ceiling sensor c/w power pack or equivalent

Q. WALL TILE - TBD, 12” x 24 ” CENTURA or equivalent,
   GROUT - White or similar tone

R. FLOOR TILE - 12"x24" Slip resistant porcelain or equivalent
   GROUT - Color should coordinate with tile

BABY CHANGE TABLE - Rubbermaid, FG781888LPLAT, or equivalent.
ATTACHMENT #6 – DRAWINGS OF THE EXISTING WASHROOMS
<table>
<thead>
<tr>
<th>INSTRUCTIONS</th>
<th></th>
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<tbody>
<tr>
<td>Please provide the following:</td>
<td>Veuillez fournir les renseignements suivants:</td>
</tr>
<tr>
<td>1. Your entire last and first name, with hyphens, apostrophes or other punctuation marks if applicable.</td>
<td>1. Votre nom et prénom complets, incluant les traits d’union, les apostrophes les accents ou tout autre ponctuation, le cas échéant.</td>
</tr>
<tr>
<td>2. Any other names used (maiden, nicknames, etc.).</td>
<td>2. Tout autre nom employé (nom de fille, surnom, etc.).</td>
</tr>
<tr>
<td>4. Your date of birth and place of birth (city, state, province or territory and country if applicable).</td>
<td>4. Votre date et lieu de naissance (ville, état, province ou territoire et pays s’il y a lieu).</td>
</tr>
<tr>
<td>5. Your current telephone number.</td>
<td>5. Votre numéro de téléphone actuel.</td>
</tr>
<tr>
<td>6. Driver’s license number (if applicable).</td>
<td>6. Numéro de votre permis de conduire, le cas échéant.</td>
</tr>
<tr>
<td>7. State and/or province or territory where your driver’s license was issued.</td>
<td>7. L’état, la province ou le territoire d’émission de votre permis de conduire.</td>
</tr>
<tr>
<td>8. Current full address of residence (number, street, unit number, quadrant, city, state and zip code).</td>
<td>8. Votre adresse actuelle complète (numéro civique, rue, appartement, point cardinal, ville, état, province ou territoire et code postal).</td>
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</tbody>
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<thead>
<tr>
<th>REQUESTOR’S INFORMATION - RENSEIGNEMENTS SUR LE DEMANDEUR</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Full Name (Last, First, Mf) - Nom au Complet (Nom, Prénom, Initiale)</td>
<td>Any Other Names Used - Tout Autre Nom Employé</td>
</tr>
<tr>
<td>Nationality - Citoyenneté</td>
<td>Date of Birth (mm-dd-yyyy) - Date de Naissance (mm-ii-aaaa)</td>
</tr>
<tr>
<td>Place of Birth - Lieu de Naissance</td>
<td>Telephone number - Numéro de téléphone</td>
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<th>AUTHORIZATION - AUTORISATION</th>
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<td>I hereby authorize any investigator of the United States Department of State and/or the United States Federal Bureau of Investigation (FBI), bearing this release or a copy thereof, within 180 days of its date, to obtain information from the Royal Canadian Mounted Police (RCMP), Ottawa Police Service, other Canadian police services, educational institutions, employers, criminal justice agencies, or individuals relating to my activities while in Canada. This information specifically includes verification of employment, verification of education and any disciplinary, arrest and/or conviction records. I hereby direct you to release such information upon request of the bearer.</td>
<td>J’autorise tout enquêteur du Département d’État des États-Unis et/ou du Bureau fédéral d’investigation (FBI) porteur du présent document ou d’une copie de celui-ci, à obtenir, dans un délai de 180 jours suivant la date de signature, des renseignements auprès de la Gendarmerie royale du Canada, du Service de police d’Ottawa, d’autres services de police canadiens, d’institutions académiques, d’employeurs, d’organismes de justice pénale, ou d’individus pertinents à mes activités au Canada. Ces renseignements comprennent notamment la vérification d’emploi et d’éducation et tout antécédent de mesures disciplinaires, d’arrestations ou de condamnations. Par la présente, j’autorise la divulgation de ces renseignements à la demande du porteur.</td>
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<tr>
<td>I hereby release any individual, including record custodians, from any and all liability for damages of whatever kind or nature that may at any time result to me on account of compliance, or any attempts to comply, with this authorization. Should there be any questions as to the validity of this release, you may contact me as indicated above.</td>
<td>Quiconque, y compris les archivistes, divulguera l’information conformément à la présente autorisation ne sera pas tenu responsable d’un préjudice qui pourrait m’être causé, quelle que soit sa nature. En cas de doute sur la validité de la présente, prière de communiquer avec moi tel qu’indiqué ci-haut.</td>
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Signature: Date (mm-dd-yyyy)
### PRIVACY ACT STATEMENT

**AUTHORITIES:** The information is sought pursuant to PUBLIC LAW 108-458 Intelligence Reform and Terrorism Prevention Act (December 17, 2004) and all regulations issued pursuant to Executive Order 12968 Access to Classified Information (August 2, 1995).

**PURPOSE:** The information solicited by and maintained on this form, including the Respondent's Date and Place of Birth, is necessary to allow for the full investigation of requests to grant access to sensitive data and/or worksites located inside the Department of State's control.

**ROUTINE USES:** The information on this form may be shared with outside agencies that may use the information to perform routine security screenings and/or records checks. Providing this information is voluntary. Failure to provide the information requested on this form may result in the Department of State being unable to fully consider the request to access sensitive data and/or worksites. In such an instance, the Department of State could deny the request to access sensitive data and/or worksites.

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### DÉCLARATION AU TITRE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS

**POUVOIRS:** La présente information est sollicitée en vertu de la PUBLIC LAW 108-458 (Loi sur la réforme des services de renseignement et la prévention du terrorisme du 17 décembre 2004) et conformément à toutes les réglementations découlant du décret-loi 12968 du 2 août 1995 relatif à l'accès à l'information classifiée.

**OBJET:** L'information sollicitée et consignée dans ce formulaire, y compris le lieu et la date de naissance de la personne intimée, est nécessaire pour permettre l'ouverture d'une enquête complète et faire suite aux demandes d'accès à des données et/ou à des lieux de travail sensibles situés sous le contrôle du Département d'État.

**USAGES COURANTS:** L'information consignée dans ce formulaire peut être partagée avec des agences externes qui peuvent en faire usage dans le cadre de contrôles de sécurité ordinaires et/ou de vérifications de dossiers. La communication de cette information se fait sur une base volontaire. La non-communication de l'information sollicitée dans le présent formulaire peut aboutir à une incapacité du Département d'État de procéder à un examen complet d'une demande d'accès à des données et/ou des lieux de travail sensibles. Auquel cas, le Département d'État serait en droit de rejeter la demande d'accès à des données et/ou des lieux de travail sensibles.
**ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM**

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**ATTACH A COPY OF A VOIED CHECK**