

July 16, 2012

Dear Prospective Offeror:

SUBJECT: Request for Quotation Number SCA52512Q0307, Mail Screening Facility (MSF), Fence and Mail Box Painting for U.S. Consulate General Halifax

Enclosed is a Request for Quotation (RFQ) for the Mail Screening Facility (MSF), Fence and Mail Box Painting for U.S. Consulate General Halifax.

All interested parties are invited to attend the site visit to be held on July 24, 2012, 10:00 A.M. at U.S. Consulate General, 1973 Upper Water Street, Halifax, NS B3J 0A9. For additional information or to arrange for access to the building please contact Ethel Clarke at 902-442-2077 on or before 12:00 noon on July 23, 2012 AST, and provide the names of all individuals planning to attend the site visit.

If you would like to submit a proposal, follow the instructions in Section J.B of the solicitation and complete the required portions of the attached document as follows:

- 1) Standard Form (SF) 1442, Cover Sheet, page 1
- 2) Section 1, Pricing, page 4
- 3) Section 5, Offeror Representations and Certifications, pages 35-39
- 4) Additional information required under Section 3, pages 31-32

A checklist/guidance is provided for the required documents to be submitted in the proposal package.

Proposals must be submitted in a sealed envelope marked "**Proposal Enclosed – SCA52512Q0307**" **on or before 4:00 P.M. on August 10, 2012 AST**. No proposal will be accepted after this time.

Quotations can be submitted via courier to:
U.S. Consulate General
1973 Upper Water Street
Halifax, NS B3J 0A9
Attention: Ethel Clarke

The U.S. Government intends to award a contract to the lowest priced, technically acceptable and responsible offeror. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Direct any questions regarding this solicitation to William Smith and Alma Andico at the following email addresses SmithWL@state.gov and AndicoA@state.gov or by fax to 613-688-3091 Attention: Alma Andico.

The Embassy appreciates your interest in this solicitation

Sincerely,

/signed
William L. Smith
Contracting Officer
U.S. Embassy, Canada

Checklist/Guidance to Offeror on the Documents to be Submitted in the Proposal Package

- Completed Standard Form (SF) 1442, Cover Sheet, blocks 14-17, 19 (if any amendment was issued) & 20.
- Completed Section A, Price
- Attachment 2, Breakdown of Price by Divisions of Specifications
- All documents required under Section J.B Volume II: Performance Schedule and Business Management/Technical Proposal as follows:
 - (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:

- A list of the names, addresses and telephone numbers of the owners, partners and principal officers of the offeror.
- The name and address of the offeror's proposed project site manager for this project.
- A list of 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.
- All licenses and permits required by local law to include business license and WSIB clearance certificate.
- Evidence or a statement that the offeror and all personnel have the necessary qualifications and experience in product application and preparation of surfaces and finishes required for this project.
- Product information of primers and paints to be used for this project to include Material Safety Data Sheets for each product.

Experience and Past Performance – List all contract 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:

- Customer's name, address, and current telephone and fax numbers of customer's lead contract and technical personnel.

- Contract number and type, if any. If none, indicate as “None”.
 - Date of contract award, completion dates and contract value.
 - Brief description of work, including responsibilities.
 - Any litigation currently in process or occurring within the last 5 years.
- Completed Section 5, Representations and Certifications. If item is not applicable, indicate as “Not Applicable”.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. SCA52512Q0307	TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	3. DATE ISSUED July 16, 2012	PAGE OF PAGES 1 39
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY U.S. Embassy – Canada General Services Office P.O. Box 866, Station B Ottawa, ON, K1P 5T1	CODE	8. ADDRESS OFFER TO U.S. Consulate General 1973 Upper Water Street Halifax, NS B3J 0A9
9. FOR INFORMATION CALL:	A. NAME William Smith / Alma Andico	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 613-688-5250 / 613-688-5310

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):

Cover Sheet - SF-1442, Solicitation, Offer and Award

- Section A – Price
- Section B – Scope of Work
- Section C – Packaging and Marking
- Section D – Inspection and Acceptance
- Section E – Deliveries/Performance
- Section F – Administrative Data
- Section G – Special Requirements
- Section H – Clauses
- Section I – List of Attachments
- Section J – Quotation Information
- Section K – Evaluation Criteria
- Section L – Representations, Certifications, and Other Statements of Offerors or Quoters

Attachments:

- Attachment 1: Sample Letter of Bank Guaranty
- Attachment 2: Breakdown of Price by Divisions of Specifications
- Attachment 3: Statement of Work
- Attachment 4: Purdy's Wharf Construction Requirements
- Attachment 5: Canada Authority for Release of Information
- Attachment 6: List of Holidays

11. The Contractor shall provide all labor, materials, tools, transportation, equipment, supervision and services for the U.S. Consulate General Halifax Mail Screening Facility (MSF), Fence and Mail Box Painting in accordance with the work specifications and terms and conditions stipulated under this contract.

- Deliver security clearance forms, securities/insurance and construction schedule within 10 calendar days after contract award.
- Commence the work within 10 calendar days after receipt of the "Notice to Proceed"
- Complete the work no later than 30 calendar days after the work begins. Performance period is mandatory.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and (Refer to Section J.B) copies to perform the work required are due at the place specified in Item 8 no later than 4:00 PM (hour) local time on August 10, 2012. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced.
- D. Offers providing less than 90 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)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE	

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 90 calendar days after the date offers are due. Offers shall remain valid until **November 1, 2012** (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)

AMOUNTS ➔ CAD\$

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 (Type or print)	B. SIGNATURE	C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT CAD\$.....	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (2 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
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26. ADMINISTERED BY Block 31	CODE	27. PAYMENT WILL BE MADE BY Charleston Financial Center
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 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.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Y
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31.A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE
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STANDARD FORM 1442 BACK

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SF-1442 cover sheet

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Attachments:

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- Attachment 5: DS-7673 Canada Authority for Release of Information
- Attachment 6: List of Holidays

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, materials, tools, transportation, equipment, supervision 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, overhead and profit.

Total Firm-Fixed Price	CAD\$ _____
HST	CAD\$ _____
Grand Total --	CAD\$ _____

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract under Attachment 3, Specification. The Contractor shall furnish and install all materials required by this contract, except as stated.

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.

C. PACKAGING AND MARKING - Reserved

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.

(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.

(2) Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate 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.

(3) Final Completion and Acceptance: Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

(4) 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.

(5) 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

(1) 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **10 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 receipt of the Notice to Proceed (NTP).

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

(2) 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$135.00 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.

(3) 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 **"ten (10) calendar days after receipt of the Notice of Award"**.

(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.

(4) 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.

(5) 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.

(6) Working Hours

All work shall be performed from Monday to Friday, 8:00 a.m. to 5:00 p.m. excluding official Canadian and American holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). If additional hours are required, the Contractor shall give notice at least two (2) calendar days in advance to the 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. The Government reserves the right to temporarily or permanently cancel permission to work outside regular hours.

(7) Preconstruction Conference

A preconstruction conference will be held within 5 calendar days after contract award to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Preconstruction Conference.

(8) Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Section D, Request for Substantial Completion	1	5 days before inspection	COR
Section D, Request for Final Acceptance	1	completion of punch list	COR
Section E, Construction Schedule	1	within 10 days after award	COR
Section F, Payment Request		last calendar day of each month	COR
Section G, Bonds & Insurance	1	10 days after award	CO
Section G, Completed Security Forms	1	10 days after award	COR
Attachment 3, Specification			
Section 5.3, Project Safety Plan	1	10 days after award	COR
Section 5.4, Contractor's Installation Guarantee	1	10 days after award	COR
Section 5.5, Bill of Materials	1	10 days after award	COR

F. ADMINISTRATIVE DATA

(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 is the **Administrative Assistant**.

(2) 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. Advance payment is not authorized.

The Contractor shall address invoices to: **U.S. Consulate General, 1973 Upper Water Street, Halifax, NS B3J 0A9.**

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 show applicable tax as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

(1) Performance/Payment Protection

The Contractor shall furnish some form of payment protection or security approved by the Government, such as letter of credit/guaranty shown in Section I, Attachment 1, in the amount of 50% of the contract price in Canadian dollars.

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.

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.

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.

(2) 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:

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

1. Bodily Injury on or off the site stated in Canadian Dollars:

Per Occurrence	\$ 1,000,000.00
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Cumulative \$ 1,000,000.00

2. Property Damage on or off the site in Canadian Dollars:

Per Occurrence \$ 1,000,000.00
Cumulative \$ 1,000,000.00

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

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

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

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.

(3) Document Descriptions

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.

(4) Record Documents. The Contractor shall maintain at the project site:

- (a) 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,
- (b) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

(5) "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.

(6) 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. Any required permits (including building permits, noise permits, etc.) are the responsibility of the contractor.

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.

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.

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.

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

(7) 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.

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.

After receipt of the Notice of Award, the Contractor has ten (10) calendar days to submit to the Contracting Officer the following requirements for the Government to conduct all necessary security checks: (1) list of workers and supervisors assigned to this project, and (2) completed Authority for Release Information of each personnel. The Contractor shall use the form provided under Section I, Attachment 5.

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.

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

(8) 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.

(9) Special Warranties

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.

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.

(10) 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.

(11) Zoning Approvals and Permits

The Contractor 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

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (AUG 2011)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	Notice of Buy American Act/Balance of Payments Program— Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
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 (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)

52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

(2) The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

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> .

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.

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less 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.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

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

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

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

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.

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.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the Chief of Mission in that foreign country.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO. OF PAGES</u>
Attachment 1	Sample Letter of Bank Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Statement of Work	7
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ATTACHMENT 1

SAMPLE LETTER OF BANK GUARANTY

Place []]

Date []]

Contracting Officer
U.S. Embassy
P.O. Box 866 Station B
Ottawa, ON K1P 5T1

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 an other authority, up to the sum of [Amount equal to 50% of the contract price in Canadian dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

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

The undersigned agrees and consents that the 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: _____

Representative(s): _____

State of Inc.: _____

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT 2

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

(1)DIVISION/DESCRIPTION (2)LABOR (3)MATERIALS (4)OVERHEAD (5)PROFIT
(6)TOTAL

1. General Requirements
2. Site Work

3. Concrete
4. Masonry

5. Metals
6. Wood and Plastic

7. Thermal and Moisture
8. Doors and Windows

9. Finishes
10. Specialties

11. Equipment
12. Furnishings

13. Special Construction
14. Conveying Systems

15. Mechanical
16. Electrical

TOTAL: CAD\$

Allowance Items:

PROPOSAL PRICE TOTAL: CAD\$

Alternates (list separately do not total)

Offeror:

Date

ATTACHMENT 3

STATEMENT OF WORK

Mail Screening Facility (MSF), Fence and Mail Box Painting for the U.S. Consulate General Halifax

1. INTRODUCTION

- 1.1. The U.S. Consulate General in Halifax, Nova Scotia requires the services of a painting company to prepare the surfaces and paint the MSF, fence and mail box to improve the physical appearance and the weather protection of these structures. The proposed work shall comprise, without limiting to: prepare the surfaces as necessary, prime, paint the surfaces and remove and dispose of all left over materials.
- 1.2. The U.S. Consulate General's MSF is located at 1973 Upper Water Street, Halifax, NS, B3J 0A9. All inspections shall be requested through the Embassy's Facility Manager (FM) Ottawa or the Contracting Officer's Representative (COR) at the U.S. Consulate General, Halifax.
- 1.3. Work shall be completed within 30 calendar days. The MSF shall be in use after completion and final acceptance of work.

2. GENERAL REQUIREMENTS

- 2.1. The Contractor shall provide personnel, all necessary permits, equipment, materials, tools and supervision as needed to complete the services to meet the technical requirements in this Statement of Work (SOW). The Contractor shall work closely with the Contracting Officer's Representative on all work requirements under this contract.
- 2.2. The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all phases of the project shall be completed within 30 consecutive calendar days from the date indicated in the Notice to Proceed.
- 2.3. The Contractor shall have limited access to any structure/spaces outside the areas designated for the project except with permission by the Embassy or the Consulate. The Contractor shall address the impact of any disruption providing for a constant level of occupation and operation of the Residence during construction. The Contractor shall not impede pedestrian traffic on the sidewalk bordering the MSF.
- 2.4. The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings, specifications, quality control schedules, safety plan and project costs. These documents shall provide the necessary interfaces, coordination, and communication between the COR, Consulate, Embassy and Contractor for the delivery of a completed project.

- 2.5. Contractor shall coordinate with COR for work phasing, job commencing and completing in a sequential manner.
- 2.6. Contractor shall submit a phasing plan with a painting schedule for review and approval prior to commencement of work at the site.

3. CONTRACT ADMINISTRATION

- 3.1. The Contractor shall not conduct any work that is beyond this contract and accompanying specifications unless directed in writing by the Contracting Officer (CO). Any work done by the Contractor beyond this contract and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy/Consulate.
- 3.2. The CO shall provide a Notice to Proceed (NTP) to the Contractor. No work shall be initiated until the NTP is issued by the CO.
- 3.3. The CO 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.
- 3.4. The Embassy/Consulate does not make representations or warranties of any kind or nature, 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, or the extent of coordination between or among the documents provided to the Contractor.
- 3.5. The Embassy/Consulate's review, approval, acceptance of, or payment for the services required under this contract shall not 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.
- 3.6. The Embassy/Consulate has the right to inspect and test all services called for by the contract, to the extent of the term of the contract. The Office of Overseas Buildings in Washington DC, USA may perform Quality Assurance Inspections (QAI) and tests during during the project to confirm the work is installed according to the SOW.
- 3.7. The CO has the authority to issue a temporary stop order during the execution of any phase of this SOW. This authority may be executed when the Embassy/Consulate requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy/Consulate personnel are immediately threatened and that the execution of the project will increase the Embassy/Consulate's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
- 3.8. 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/Consulate may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy/Consulate that is directly related to the performance of such service or terminate the contract for default.

3.9. The Contracting Officer has the right to terminate this contract of convenience at any time in whole, or from time to time, if the CO determines it is in the interest of the Embassy/Consulate.

4. RESPONSIBILITY OF THE CONTRACTOR

4.1. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of the surface preparation (such as scraping and/or washing and priming) and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

4.2. The Contractor shall identify, in writing, a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager designation shall be notified and approved, in writing, by the COR.

4.3. The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns, proposed solutions, any proposed changes to orders, and any other pertinent information required to report the progress of performance.

4.4. All documentation produced for this project will become the ownership of the Embassy/Consulate at the completion of this project.

4.5. 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.

4.6. 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.

4.7. 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.

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

4.9. The Contractor shall comply with Purdy's Wharf Construction Requirements under Attachment 4 in addition to the specifications of the U.S. Government, Embassy/Consulate, contained in this SOW.

5. PRE-CONSTRUCTION REQUIREMENTS

- 5.1. The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 5.2. The Contractor shall provide a statement that the Contractor's company and all personnel are qualified and experienced in the application of the products for preparation of the surfaces, as well as the application of the finishes required for this project.
- 5.3. 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.
- 5.4. The Contractor shall submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of ONE (1) year at no cost to the Embassy/Consulate signed by the Contractor.
- 5.5. The Contractor shall 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/Consulate to approve all equipment and materials.

6. CONSTRUCTION REQUIREMENTS

- 6.1. No project shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.
- 6.2. The Contractor shall be responsible for all required materials not provided by the Embassy/Consulate, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 6.3. All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 6.4. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage or loss before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.
- 6.5. Receipt Of Materials – The contractor shall be responsible for all contractor furnished equipment, materials and supplies. Any shipment of equipment, materials, and supplies shall be addressed, delivered and accepted by the Contractor.

- 6.6. The Contractor will be provided with a 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, grounds or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.
- 6.7. The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing the project, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- 6.8. The Contractor shall perform the work at the site during the Consulate normal workday hours, unless otherwise agreed upon with the COR.
- 6.9. 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 including providing back flow preventer devices on connections to domestic water lines, and for disconnections.
- 6.10. At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fix all temporary work platforms and/or harnesses. The Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.
- 6.11. Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to the personnel, the work and the adjacent properties. Precautions shall include, but not be limited to: closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.
- 6.12. Cleanup - The Contractor shall keep the work area, including storage areas, if any, free from accumulations of waste materials on a daily basis and comply with all federal, provincial and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Consulate/Landlord waste disposal facilities including garbage cans, trash piles, green bins or dumpsters.
- 6.13. Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities which may require re-sodding, shall be brought to the attention of the COR for review and approval by the COR. These shall include areas where existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities.

7. **WORK DESCRIPTION**

- 7.1 U.S. Consulate General Halifax has a requirement to paint the exterior of a U.S. Government-owned facility which is our Mail Screening Facility (**MSF**).

7.2 The contractor shall conduct site visit of the **MSF** to determine all labor, materials, tools and other resources required to complete this painting services.

7.3 The contractor shall wire brush any loose paint and/or rust from the entire **MSF** exterior including steel frame and forklift pockets. The contractor shall safely dispose of any debris in accordance with current the local disposal standards.

7.4 The contractor shall wipe down the entire exterior with acetone in preparation of paint acceptance including steel frame and forklift pockets. The **MSF** shall be completely free of all dust and/or debris and shall be completely dry prior to paint application.

7.5 The Contractor shall prime the surface of the **MSF** including steel frame and forklift pockets with an acrylic primer of Pro Industrial Pro-Cryl Universal Primer 6403-22681 B66W00310 0-35777-46730-5 or an equivalent acrylic primer suitable for an environment that is destructive of metallic surfaces due to its airborne salt content. This primer shall be between 2.5 -3mm thick. The Embassy/Consulate anticipates that the measurement may change as a result of the actual site visit.

7.6 The Contractor shall paint the surface of the **MSF** including steel frame and forklift pockets white with an acrylic paint of Sher-Cryl HPA High Performance Acrylic Gloss Coating 6405-18908 B66W00311 0-35777-55098-4 or an equivalent acrylic paint suitable for an environment that is destructive of metallic surfaces due to its airborne salt content. This paint shall be between 2.5 -3mm thick.

7.7 The Contractor shall scrape and prepare, the exposed edges of the boards, inside and outside surfaces of the wood fence surrounding the **MSF** in preparation for painting it white.

7.8 The Contractor shall sand and prepare the surfaces of the metal mail drop box, in front of the fence and **MSF**, including the legs/feet to dull the shine and remove rust.

7.9 The Contractor shall clean the surfaces of the mail box so that it is completely free of all dust and/or debris and that it is completely dry prior to primer application.

7.10 The Contractor shall prime the surface of the mail box including the frame, legs and doors with a primer suitable for an environment that is destructive of metallic surfaces due to its airborne salt content such as Tremclad or an equivalent rust inhibitor.

7.11 The Contractor shall paint the surface of the mail box white including the frame, legs and doors with a primer suitable for an environment that is destructive of metallic surfaces due to its airborne salt content.

7.12 The contractor shall submit all documentation of primers and paints to be used, including any/all Material Safety Data Sheets for each product with his/her bid submittal.

7.13 Completion and final acceptance of this project shall be conducted by the COR and Contracting Officer.

7.14 Contractor shall clean all the working areas and return the affected areas of the MSF location to the original condition.

8. DELIVERABLE SCHEDULE

8.1. 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.

8.2. Milestones:

- Contractor Pre-Proposal Site Visit 4th week of July, 2012
- Award of Contract & Notice to Proceed August, 2012
- Pre-Construction Submittals Within 10 days of NTP
- Embassy/Consulate Submittal Review 10 days
- Construction Begins Within 30 days from the date indicated in the NTP
- Completion within 30 calendars days

8.3. Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed.

9. PROJECT SECURITY

9.1. 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/Consulate. Information submitted by the Contractor will not be disclosed beyond the Embassy/Consulate.

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

10. PAYMENTS

10.1. The Contractor shall provide a firm-fixed price proposal to the CO. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.

10.2. The Contractor shall submit one copy of all payment invoices, with the appropriate supporting documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

10.3. The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all

modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK

ATTACHMENT 4

Purdy's Wharf Construction Requirements

PURDY'S WHARF CONSTRUCTION REQUIREMENTS

The intent of this document is to assist both Tenant's and Contractors as they plan for work to be carried out at Purdy's Wharf. In all instances, Tenant's and Contractors should first contact the Tenant Coordinator, Bill Macneil, who will advise concerning the Landlord's requirements for design and construction work being proposed at the property.

For Contractors and sub contractors, it is noted that the opportunity to perform work at Purdy's Wharf is a privilege afforded to those who suitably meet the requirements of the property and display a continuous respect for the rules and procedures of the property. The following requirements are to be regarded with the utmost respect by all contractors and sub-trades conducting work at the Purdy's Wharf Complex.

OCCUPATIONAL HEALTH AND SAFETY:

The Management of Purdy's Wharf insist that all contractors providing services at the complex be fully conversant with their obligations with respect to Occupational Health and Safety. All contractors and sub-trades are responsible for ensuring that safe work practices and procedures are followed in accordance with the requirements of the Nova Scotia Occupational Health & Safety Act and Occupational Safety General Regulations. Workers caught knowingly and/or repeatedly violating or condoning violation of these requirements will be banned immediately and indefinitely from conducting work within the Purdy's Wharf Complex.

Prior to the commencement of any work at the property, the contractor shall provide a full Hazard Assessment for review and discussion with a Property Representative and shall take full responsibility for ensuring that every worker associated with the project is fully aware of their rights and obligations as members of the project team.

ENVIRONMENTAL CONSIDERATIONS:

GWL Realty Advisors is dedicated to shaping the environment through environmentally responsible management practices. Tenants can make positive impacts toward this cause by being cognizant of the environment when approaching any construction or remodeling project. We ask that the health and comfort of the occupants be addressed as part of any project as well as being aware of the broader environmental impacts of the construction/remodeling process on the environment.

Contractors should be aware that GWL Realty Advisors will be requiring that prior to any demolition taking place, a walkthrough will be completed with the Manager, Technical Services so that salvageable and recyclable items can be identified and properly disposed of. The contractor will be asked to identify tear-out materials that can be salvaged or recycled. The General Contractor is responsible for communicating the recycling goal to all subcontractors and suppliers. For example, a carpet supplier may be able to salvage or reuse old carpet removed from a space. Acoustical ceiling tiles can be recycled through Armstrong's program. Demolition trades can often find purchasers for used building supplies. Suppliers can be asked to take back wood palettes, cardboard packaging, shrink-wrap plastic and Styrofoam.

Any hazardous materials must be properly disposed of. Ensure that the presence of mercury and lead are properly addressed. For example, if fluorescent lights are being removed, the bulbs should be taken to a recycling facility to remove the mercury. Other hazardous materials include light ballasts, mercury switches and thermostats, transformers and materials containing asbestos or covered in lead-based paint. A recycling report will be required to be submitted after demolition to document the recycling rate. Records must be kept of materials that are recycled using weight tickets from haulers and recyclers.

Construction practices should be used which make it easier to remove (adhesives, fasteners, etc.) and sort salvageable and recyclable materials on all new construction. Options should be considered for mechanical fasteners instead of adhesives where feasible.

The contractor is also responsible for implementing a Construction Indoor Air Quality (IAQ) Management Plan to ensure that the health of building occupants is not undermined by the construction process. The General Contractor's plan should address five key elements to prevent, reduce and protect against indoor pollution:

- Protection of the HVAC system
- Source control of emitting products (if used)
- Interrupting pathways of pollution
- General housekeeping
- Scheduling of work

Contractors shall immediately report spills/releases of hazardous materials at the Purdy's Wharf site to the GWL Realty Advisors Inc. on-site management office (24/7 emergency tel: (902) 421-1122, follow emergency contact instructions) and, if warranted by the urgency of the situation, the appropriate emergency responders (Tel: 911) and Authorities Having Jurisdiction (e.g.: Tel: 1-800-565-1633, NS Dept of Environment Emergency Spill Response) shall be notified.

ASBESTOS CONTAINING MATERIALS (ACMs):

Contractors intending to perform work on site are responsible for ascertaining whether asbestos hazards exist within the work area and not drilling, cutting, breaking or otherwise disturbing any asbestos containing materials (ACMs). If ACMs would be disturbed by the work, Contractor's asbestos management measures must be submitted to the Landlord in writing prior to commencement, and Contractor must obtain Landlord's written permission to proceed with the referenced asbestos management plan in advance of starting any work that disturbs ACMs. GWL Realty Advisors Inc. and the Landlord accept no liability for errors, omissions or damages associated with the aforementioned review of Contractor's asbestos management plan. It remains the responsibility of the Contractor to ensure appropriate functionality, compatibility and compliance with applicable building codes, laws and design standards.

SUSTAINABLE TENANT DESIGN

GWLRA, and the owners on whose behalf it manages, support and encourage sustainable design in the buildings we operate. Sustainable design offers a host of advantages to office tenants including a reduction in their operating costs, a healthier workplace for their staff as well as improving the environment with the right choices for materials and office equipment.

It is now easier than ever to make sure that office renovations have as little negative impact on the environment as possible, while providing a more comfortable place to work. Here are some things to consider before starting renovations:

- **Hire Interior Designers, Engineers and Contractors** that are knowledgeable about sustainable design and construction practices. One good place to start is the Canada Green Building Council's website where they have a directory of accredited professionals expert in sustainable design/construction (www.cagbc.org).
- **Install low VOC (Volatile Organic Compounds) materials.** Make environmentally conscious choices when selecting carpets, adhesives, paints, finishes, sealants and composite wood products.
- **Incorporate sunlight and access to views in the design** of the space so all of your employees reap the benefits. Day-lighting, or allowing abundant natural light indoors, enhances interior light quality and reduces energy demands. The use of glass in sustainable design office space should be selected with consideration given to visible light transmittance, heat loss and gain, ultraviolet ray transmittance, and color. The use of high-performance glazing systems in the design of interior or private office placement admits more light while simultaneously rejecting a higher percentage of solar heat gain, resulting in better day-lighting and reduced cooling loads.
- **Insist that contractors recycle** as much construction waste as possible. Did you know that contractors can recycle concrete, metal, glass, wood drywall, plastics and even packaging waste? Demolition and construction waste accounts for over 30% of total waste sent to landfills. Recycling construction waste can also be less expensive than sending waste to the land fill, as tipping charges are much lower at recycling depots than landfills.
- **Install materials with high recycled content.** Building construction accounts for over 40% of raw materials used globally. By using materials with a high recycled content, you are reducing the need for raw material extraction and reducing the amount of waste that ends up in a landfill. Again, materials with a high recycled content are becoming readily available at little or no additional cost.
- **Take stock of what you already have.** Is there something in your existing space that could be reused or adapted in your new space?
- **Save energy! Put occupancy sensors and/or light switches** in rooms that aren't constantly used (kitchens, supply rooms, meeting rooms) so the lights automatically shut off when staff aren't around. Minimize or eliminate specialty lighting. Advances in lamp, ballast, and fixture technology produce more light with less energy. Good lighting design uses as little as 0.5 to 0.75 1P watts per sq. ft. of floor space, compared to lighting loads of 2.5 to 3 watts in traditional office design. Furthermore, sensors that measure indoor light levels can raise and lower artificial lighting in response to changing outdoor conditions, and occupancy sensors turn lights off when not needed.

- **Ventilation systems.** Tenant design should take into consideration improved ventilation with well-designed mechanical and electrical systems to deliver air-flow effectiveness, provide plentiful fresh air, and reduce exposure to bio-contaminants such as microbial diseases, fungi, and moulds. High-efficiency filtration systems are very effective in increasing air quality. Improved ventilation also removes indoor pollutants generated by the off-gassing of materials such as carpet, adhesives, sealants, furniture coverings, and paints and varnishes, as well as reduces carbon dioxide levels.
- **Reduce water use.** Many cost-effective options can reduce water use by up to 30 percent. Toilets now use 1.6 gallons per flush versus 3 to 5 gallons per flush on older models. Sensor-operated faucets and urinals help save water and improve sanitary conditions.
- **Materials Selection.** Building and finish materials should be selected with regard to renewability, recycled content, manufacturing processes, packaging, and shipping (i.e., using materials that are locally manufactured or harvested). Sustainable-design practices also incorporate less-toxic premises materials and furnishings. Carpets and floors, paints, varnishes, furniture, and other materials should be carefully selected and researched prior to specification. Life-cycle cost analyses of materials should also be conducted to compare not only a system or material's first cost but also to consider its cost over the building's entire life span. An increase in the manufacturing of such products has reduced their costs while increasing selection and quality.

Sustainable Tenant Design: The Bottom Line

Sustainable design does not come from employing piecemeal changes that create minor reductions in resource use and total life-cycle costs. Tenants can benefit the most from sustainable design if they work with qualified designers, construction managers and building management to take a holistic approach to planning, designing, and construction of their space. Simultaneously considering design, construction, and interlinked issues, such as the building electrical/mechanical and lighting systems optimizes all aspects of a project. In the end, an integrated approach often creates multiple benefits for both the building owner and the tenant.

ARCHITECTURAL DRAWINGS:

Drawings and specifications for the Architectural components of the work are to be prepared by competent Design Professionals for this discipline. The design documentation shall clearly indicate the full design intent of the project, including as appropriate; partition plans, furniture plans, reflected ceiling plans, finishes plans; details and elevations. Two sets of all relevant information shall be provided to the Tenant Coordinator for review together with building operations personnel.

ENGINEERED DRAWINGS:

Drawings and specifications for mechanical, electrical, structural or other project specific engineering requirements are to be prepared by competent Professional Engineers. Contact information for the base building Mechanical, Electrical and Structural engineers follows in this document. In the event that other Professional Engineers are retained for design services, one of the base building engineers shall be retained at the Tenant's / Contractor's cost to review said design. Two sets of all relevant information shall be provided to the Tenant Coordinator for review together with building operations personnel.

PERMITS:

Copies of all required permit applications, permits and inspections are to be submitted to the Tenant Coordinator. Permits shall be prominently displayed at all work areas.

HVAC / CONTROLS:

Any control changes required due to HVAC renovations shall be performed by Siemens Bldg. Technologies. Pneumatics/Building Controls – Tel: (902) 835-8316 – Bob Blakeney.

Rebalancing of airflow in any area where HVAC is refitted and/or added shall be required. Two copies of a detailed Balancing Report shall be provided to the project engineer for review and approval prior to forwarding to the Tenant Coordinator. Approved contractors for air balancing are listed later in this document.

PLUMBING:

Plumbing work that requires access to other premises is to be done after regular working hours and the Tenant Coordinator is to be notified at least 48 hours in advance. Security attendance shall be required when working in other premises, the cost of which will be charged to the Tenant / Contractor performing the work. All penetrations shall be sealed water tight by this contractor and shall meet or exceed the existing fire resistance rating for the assembly.

Building Regulations require that a Hot Work Permit, signed by GWL Realty Advisors operations personnel, be obtained prior to beginning any hot work, including any work with a plumber's torch. A copy of the Hot Work Permit is attached and further copies are available by contacting the GWL Realty Advisors, Purdy's Wharf site office at Tel: (902) 421 1122.

ELECTRICAL:

Electrical work that requires access to other premises is to be done after regular working hours and the Tenant Coordinator is to be notified at least 48 hours in advance. Security attendance shall be required when working in other premises, the cost of which will be charged to the Tenant / Contractor. All penetrations shall be sealed by this contractor to meet or exceed the existing fire resistance rating for the assembly.

Electrical contractors are responsible for relocating any base building fire alarm speakers and shall arrange to have re-certification by a representative of the building fire alarm service company – AEL Security – Ron Phillips – 477-5118. A copy of the fire alarm speaker verification shall be included with the project close out documentation.

Electrical contractors are to provide updated, typed, power panel directories to reflect all circuit changes. Electrical contractors must contact the Landlord prior to beginning work in any of the Base-Building electrical rooms. Access to electrical rooms shall be provided on the understanding that the electrical contractor shall abide in strict accordance with building Lock-Out Procedures as described later in this document.

DEMISING AND ENTRANCES:

The drywall contractor is responsible to acoustically seal all penetrations through all full height demising partitions. Demising partitions are to be taped from t-bar to underside of slab. Standard entry doors shall be: 3'-0" x 8'-0" oak door and frame – stain to be “Purdy’s oak” by Chemcraft. Sargent 6500 line lever lockset – 65g05 (restricted keyway) to be obtained from Landlord at tenants expense; 2 pairs of hinges to be used, one set to be self- closing. The base building locksmith is Custom Lock – (902) 468-1234 – Fred Christ. Custom Lock stock cylinders for the building’s restricted keyway

FLOOR FINISHES:

Flooring contractor is to include for repair of carpet and base in the corridor during the course of Construction. Contact the Tenant Coordinator to determine if materials are available for patching.

WALL FINISHES:

The wall finishes contractor is to include for repair of vinyl in the corridor during the course of construction. Contact the Tenant Coordinator to determine if materials are available for patching.

FIRE PROTECTION:

The Sprinkler contractor is responsible to ensure a complete installation in accordance with NFPA13 and any other relevant jurisdictional requirements. Any relocation or addition of sprinkler heads is to be done during normal working hours where possible. The Tenant Coordinator and/or Landlord are to be notified at least 24 hours in advance and immediately before any work is to begin. The contractor shall also be responsible for verifying that the system is brought back to full operation daily, prior to leaving the work area.

APPROVED CONTRACTORS:

Included with this document is a list of contractors and sub contractors who have demonstrated good workmanship and appreciation of working within the building requirements of Purdy’s Wharf. It is recommended that these trades be retained for construction services in the building. In certain instances as specifically identified, the listed trades must be utilized without exception. This generally refers to any and all building operations associated with Life Safety and Building Control functions such as Thermostatic control; Air Balancing; Fire Protection; Fire Alarm. No unauthorized persons shall be permitted to adjust or alter in any way these critical building operational devices.

BEFORE CONSTRUCTION STARTS:

Prior to any work being permitted to commence at Purdy's Wharf, the following documentation must be provided:

- Contractors Certificate of Insurance indicating a liability amount of not less than \$5,000,000.00 per occurrence, and naming the property Owner: **PSS Investments I Inc, TPP Investments I Inc, The Great-West Life Assurance Company and London Life Insurance Company, acting and represented by GWL Realty Advisors Inc., their agents and employees**, as additional insured. If Contractor is working directly for GWL Realty Advisors Inc., or working as a Sub-Contractor to a Contractor that is working directly for GWL Realty Advisors Inc., the above certificate must also verify coverage of not less than \$100,000 for each employee for losses resulting from fraudulent or dishonest acts (Sub-Contractor Certificates may be provided directly by the Sub-Contractors).
- Contractors Clearance / Good Standing from the Workers Compensation Board.
- A certificate of Good Standing from the Provincial Construction Safety Association.
- A list identifying the Contractor and all subcontractors who will be performing work on site. This list will include emergency contact names and telephone numbers of the Tenant contact and all sub trades.
- A Hazard Assessment for the project.
- An O/H & S station displaying required documentation: WHIMIS, First Aiders, First Aid kit, Fire Extinguisher, O/H & S Act and Safety General Regulations, etc.
- A copy of the approved building permit.

We also require that a site orientation be conducted with one of our building operators before any work begins. Our building operator will orient you to the area that you will be working in, and will require a written hazard assessment and a list of emergency contact numbers in order to issue a work permit. Site orientations can be conducted from 9am-5pm, Monday to Friday and can be arranged by contacting Corrina Genter at 421-1122 or corrina.genter@gwlra.com. Corrina is also the contact for booking service elevators for after hours work.

AT THE START OF CONSTRUCTION:

All air transfer ducts are to be covered with filter media to reduce dust transfer from the work site. Openings from work sites to corridors are to be covered at all times with temporary door or plastic sheeting. Dust mats and the like are to be provided to minimize tracking through the property. The contractor shall be responsible for additional cleaning costs attributable to their failure to control dirt within their work area.

DURING CONSTRUCTION:

Loading and unloading of material is to be done before 07:30am or after 5:30pm or on weekends. The Freight Elevator is to be booked in at least one full business day in advance with the Landlord's office and is subject to availability. The work area is to be cleaned daily. Construction garbage is to be removed from the site by the contractor **and not stored in the loading bay.**

Regular Building Operating Hours are Monday – Friday from 7:00 am – 6:00 pm and Saturday from 7:00 am – 12:00 pm except Statutory Holidays. Where reference is made to “after hours”, the above time frames must be respected.

- Floors are to be kept clean by vacuuming; sweeping is not allowed unless done with the use of an effective dust control agent.
- Where possible, finishes for millwork, doors, frames, etc are to be applied off site wherever possible with on - site touch ups only.
- All stains / sealers / finishes to be used are to be of water based, latex material where possible.
- Application of oil-based paints or smelly finishes on-site **must** be done after hours and the Tenant Coordinator and Building Operations Personnel are to be notified in at least one full business day in advance so that circulating fans can be left running overnight.
- Flooring adhesives, wall vinyl primers and adhesives, paints and contact cements are to be environmentally friendly where such products are available, i.e. non – toxic and non – odorous.
- Noise is to be kept to an absolute minimum. Activities such as ramsetting, concrete drilling, or any other activity that generates objectionable noise levels within occupied areas of the building is to be scheduled for after hours, and the Landlord is to be notified at least one full business day in advance.
- Any other disruptive or objectionable activity that, in the Landlord's sole opinion, interferes with the ability of occupants of occupied premises to conduct their business shall be scheduled to occur outside of normal business hours and the Landlord shall be notified at least one full business day in advance.
- Penetrations of the floor slabs and walls are permitted for plumbing, electrical/phone/data conduit only after the approval of the base building structural engineer. Through arrangement with the Tenant Coordinator, hole locations shall be identified on a drawing(s) and forwarded to the engineer for comment. Locations shall be inspected on both sides of the proposed drilling and advance planning arranged. Costs associated with the structural engineer's review / inspection and any coincidental work shall be the responsibility of the Tenant / Contractor.
- After-hours work requiring the involvement of a Building Operator (e.g.: Sprinkler work if conducted after-hours, hot work if conducted after hours, other after-hours work that involves a building operator) will be charged to the contractor at the rate of \$50/hr with a three hour minimum fee. This fee will be charged regardless of whether the building operator physically responds to the Purdy's Wharf site (i.e.: An action that initiates an

after-hours phone call to the on-call Building Operator will still incur this charge). A minimum of two full business days notice is required for arranging after hours work requiring the involvement of a Building Operator and such work is scheduled subject to the availability of a Building Operator. Please contact the Purdy's Wharf Management Office at tel: (902) 421 1122 if you require further information or to schedule such after-hours work.

AFTER CONSTRUCTION:

Close out Documentation is considered a critical part of every project. A listing of the documentation required to close out every project is attached. Failure to provide close out documentation in a timely fashion will delay the release of Allowance's as may be due to Tenant's as well as final payment to contractors.

The following lists contact information for the various companies associated with Leasehold Improvements at Purdy's Wharf.

TENANT COORDINATION

W.A. (Bill) Macneil, P.Eng.
Manager, Technical Services
GWL Realty Advisors Inc., Purdy's Wharf
Suite 220, 1949 Upper Water St.
Halifax, NS B3L 3N3
421 1122 (tel.); 423 1894 (fax)
499-1136 (cell)
Bill.Macneil@gwlra.com

PROJECT MANAGEMENT

MHPM Project Managers Inc.
Steven Vaslet, GSC, PMP
Phone: (902) 468-9663
Fax: (902) 468-0007
SVaslet@mhpm.com

R. Halsall Project Management Inc.
Richard Halsall
Phone: (902) 860 1972
RHalsall@eastlink.ca

ENGINEERING SERVICES:

Mechanical Engineer:

F.C. O'Neill, Scriven and Associates
Scott Moore, P.Eng.
429-0701 (tel); 429-9729 (fax)
scottm@onsa.ca

OR

G.S. Ewert Engineering Ltd.
Greg Ewert, P.Eng.
868-2632 (tel); 222-3018 (cell)
ewert@eastlink.ca

Electrical Engineer:

Matheson Engineering
Brian MacCallum, P.Eng.
429-1832 (tel); 423-5046 (fax)
BMacCallum@dtme.ca

OR

Electec Engineering
Rick Joudrey, P.Eng
(902) 252 0735 (tel), (902) 252 0729 (fax)
rjoudrey@eebcl.com

Structural Engineer:

BMR Engineering
Roy McBride, P.Eng. or
Bob Landry, ASCT
429-3321 (tel); 422-8650 (fax)
RoyM@bmreng.com
BobL@bmreng.com

Interior Design Firms:

G4design
2000 Barrington Street
Halifax, NS B3J 3K1
425-2068 (tel); 423-0048 (fax)
Leslie Head-Cyr
Leslie@g4design.ca

Mac Interior Design
1679 Bedford Row
Halifax, NS B3J 1T1
425-4959 (tel); 425-4996 (fax)
Dawn MacLachlan
dawn@macinteriordesign.com

Architectural Firms:

JDA Architects
Suite 120, 1061 Marginal Road
Halifax, NS B3H 4P7
422-3000 (tel); 423-1690 (fax)
Paul Frank
pfrank@jdaarchitects.ca

HOT WORK PERMIT – PURDY’S WHARF

The following precautions shall be observed when conducting welding, grinding and other forms of hot work (including torch work):

- **All sprinkler protection shall be confirmed operational with the Landlord and all cutting/welding/brazing/soldering equipment should be in a good state of repair.**
- **All floors in the work area should be cleaned. Combustible floors and other combustible materials in the work area shall be covered with a non-combustible material (this shall be observed over a radius large enough to prevent sparks and/or hot materials falling on combustible surfaces). If practical, combustible floor surfaces should also be wet down prior to commencement of work.**
- **All flammable liquids and/or gasses in the area shall be removed with the obvious exception of gasses specifically required for the operation of the hot work equipment.**
- **All walls and/or floor openings in the area shall be plugged and protected with a non-combustible material sufficient to provide a two-hour fire resistance rating.**
- **An individual shall be appointed as "fire watch" person. The appointed "fire watch" person shall be trained in the use of a portable fire extinguisher which shall be provided by the contractor, minimum 10lb Type ABC, and shall be familiar with the procedure for sounding the fire alarm. The "fire watch" person shall remain on site during the job and remain in the area of the job site for 30 minutes after work is completed regardless of conflicts with scheduled coffee breaks, lunchtime, or quitting time.**
- **Immediately prior to commencement of work, arrangements shall be made with the Landlord for disabling of appropriate zones in the base-building fire alarm panel (Tel: 421 1122). Individuals who do not observe this precaution and subsequently set off the base-building fire alarm will be banned immediately and indefinitely from conducting work within the Purdy’s Wharf Complex.**

I have read the above text and agree to abide by the terms and conditions outlined therein.

Hot Worker’s Name (print)

Hot Worker’s Company Name (print)

Hot Worker’s Signature

_____ Date (print)	_____ Location (print)	_____ Task (print)
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GWL Realty Advisors Maintenance Person’s Name (print)

GWL Realty Advisors Maintenance Person’s Signature

LOCKOUT/TAGOUT - POLICY AND PROCEDURE

Purdy's Wharf Management is committed to providing a safe and hazard-free workplace for employees, tenants and the general public. When working on equipment requiring employees, sub-contractors or trades- people to place any part of their body within range of energized circuits, pinch points, points of operation, rotating or oscillating parts, or where operation is not required, it is the policy of Purdy's Wharf Management to completely de-energize, lock out and tag the equipment. The lockout and tagging shall follow the enclosed procedure.

As with all Purdy's Wharf Management safety programs, constant supervision, periodic reviews and training are required to ensure consistent observance of procedures.

GENERAL LOCKOUT/TAGOUT PROCEDURE

This guide details the procedures to be followed for securing the locking out of equipment undergoing repairs, maintenance or set up operations where injury could result from unexpected motion, and start up or contact with energized circuits.

When work is performed on equipment requiring employees, contractors or trades people to place any part of their body within range of energized circuits, pinch points, points of operation, rotating or oscillating parts or where operation is not required, the machinery must be completely de-energized, locked out and tagged. Stored energy must be neutralized. This includes the release of hydraulic or pneumatic pressure and blocking or releasing any spring driven or gravity operated mechanism or adequate insulation, to prevent contact with auxiliary circuits, condensers, resistors, etc.

Equipment using a 110V power supply only will be considered locked out if the plug is disconnected from the power source and tagged.

WHO IS REQUIRED TO LOCKOUT?

The individuals who are performing the work are required to lockout. This applies to operators, maintenance personnel, employees, and contractors to safely lockout and tag equipment.

The Occupational Health and Safety Act states that there are two categories of individuals with respect to Lockout, Authorized Employees and Affected Employees.

"An Authorized Employee is a person who locks or tags out machines or equipment to perform service or maintenance on said machines or equipment and the person has received the recommended Lockout / Tagout training". They state further that "only authorized Employees who are performing service and maintenance are required to lockout".

"An Affected Employee is someone whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under Lockout Tagout or whose job requires him/her to work in an area in which servicing and maintenance is being performed". It is the responsibility of the Authorized Employee or Authorized Employee's Supervisor to notify the Affected Employee(s) of the application or the removal of Lockout Tagout devices. Notification shall be given before the controls are applied and after they are removed from the machine or equipment.

LOCKOUT/TAGOUT AND TEST PROCEDURE

- A. When work is performed on equipment where operation is not required, the machinery must be completely de-energized and locked and tagged out from its power source.

Always test each leg to ground for power with a meter before working on equipment. **(Verify operation of meter on a known voltage source).** Just because the main line disconnect has been shut off and locked out does not necessarily mean that there is no power. Disconnects can be faulty.

WARNING: Other trades may be doing work on a power source. (e.g. Electricians connecting main line feeders.)

Take steps to ensure control of the system while other trades are involved with a power source.

- **Disconnect wiring at a point that will provide you with control.**
 - **Communicate the issue to all concerned workers.**
 - **Test the function of lockout when you resume control of the main line disconnect.**
1. Stand to the side and facing away from disconnects. Operate the disconnect handle with the hand that places them in a position furthest from the disconnect. Avoid having your body directly in front of any disconnects when operating the handle.
 2. Do not open the cover of the main line disconnect unless the appropriate Supervisor is contacted and they give approval.
- B. Personnel must be trained to perform lockout/tagout procedures and will have access to lockout tags and a lockout device. Only one key or combination shall be available to personnel for each lock in use. Combination type locks or locks with a master key or duplicate keys are NOT to be used.
- C. Sequence of lockout and tagout procedure is to be followed by all individuals performing the work.
1. All affected employees must be notified that a lockout and tagout system is going to be utilized and the reason for it.
 2. Equipment that is operating shall be shut down prior to locking and tagging.
 3. If a machine is to be taken out of service, it shall be shut down and locked out by the individual performing the work, and remain locked out during the entire period that it is out of service.
 4. Valves or other energy disconnecting means shall be operated so that the energy source or sources are isolated from the machinery. Where the potential for injury exists, stored energy in capacitors, and hydraulic, spring, or pneumatic pressure

must also be dissipated or blocked, isolated prior to performing work in their vicinity.

5. The energy source shall be locked out with an assigned lock and a signed tag on the lock. If more than one individual is required to work on the equipment, then each person must place his or her individual lock and tag on the energy-isolating device.
6. The tag shall state:
 - The reason why the equipment is disconnected
 - The name of the worker who disconnected and locked
 - The date the switch was disconnected and locked
7. The employee shall ensure that no personnel are exposed and check the machine to ensure all energy sources are isolated or dissipated by operating start buttons, switches, and/or controls. Check the electrical system with a proven electrical meter to ensure the circuit is de-energized. Note: Be aware of interconnections from group operations and lighting circuits. Take precautions to protect yourself, (e.g. install guards). It is preferable to lock out all power sources if possible.
8. If more than one shift is involved to complete the work, the relief person should place his/her lock on the energy-isolating device prior to the removal of the original lock and tag.
9. Return to Service

After all work is complete, the following procedure shall be used to restore the equipment to service:

- a) Only the individual who performed the lockout may remove the lock and tag. If more than one individual placed a lock on the equipment, then each person must personally remove his or her own lock. In an emergency, if it is necessary to operate a piece of equipment that is locked out, every effort must be made to locate the employee whose lock is on the equipment. If they cannot be located, and after positive assurance is made that no one is working on the locked out equipment, the supervisor may personally remove the lock or instruct another employee to do so. The supervisor must remember that there is an inherent danger of the employee involved returning, thinking the machine is still locked out, when actually it has been reactivated. The supervisor must assure that the equipment is once again locked out before the employee resumes work or inform the employee directly that the equipment has been released to operate.
- b) When the work is complete and the equipment is ready for testing, check the area for personnel, tools and other equipment before removing the lock and tag.
- c) Before leaving the area, notify all other affected personnel that the work is complete.

Construction Close-out Documentation

- The Tenant, Contractor and Tenant Coordinator shall sign off that all construction deficiencies have been completed to their mutual satisfaction. _____
- As built Mechanical Drawings (1 paper plus CD-ROM), manuals and reports signed off as reviewed and approved by the Mechanical Engineer. _____
- As built Electrical Drawings (1 paper plus CD-ROM), manuals and reports signed off as reviewed and approved by the Electrical Engineer. _____
- Letter from Mechanical Engineer confirming final inspection of the premises, stating that all Mechanical work has been completed in general conformance with the design intent and all applicable authorities. _____
- Letter from Electrical Engineer confirming final inspection of the premises, stating that all Electrical work has been completed in general conformance with the design intent and all applicable authorities. _____
- Letter from Structural Engineer confirming final inspection of the premises, stating that all Structural work has been completed in general conformance with the design intent and all applicable authorities. _____
- Statutory Declaration from Tenant and Tenants Contractor stating that all suppliers and sub contractors have been paid in full for all materials, equipment and services provided to this project. _____
- Certificate of Good Standing with the Workers Compensation Board _____
- Certificate of final Hydro Inspection. _____
- Copy of approved Building Permit c/w approved drawings for review. _____
- Building Department approval and/or Occupancy Permit where applicable. _____
- Fire system verification from installation contractor and inspection company where applicable. _____

ATTACHMENT 5

DS-7673

Canada Authority for Release of Information

ATTACHMENT 6

List of Holidays

The Department of State observes the following days as holidays:

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

J. QUOTATION INFORMATION

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 (RFQ).

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 1442, including a completed Attachment 2 - "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS", and completed Section A – "PRICE", and Section L – "REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS"	2
II	Performance schedule in the form of "Bar Chart" and Proposed Work and Past Performance Information	2

Submit the complete quotation to the address indicated on Standard Form 1442, if mailed, or the address set forth below, if hand delivered.

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.

** The total number of copies includes the original as one of the copies.*

Volume II: Performance Schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required 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 proposed project site manager for this project;
- (3) A list of names, addresses and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them;
- (4) All licenses and permits required by local law to include business license and WSIB clearance certificate;
- (5) Evidence or a statement that the offeror and all personnel have the necessary qualifications and experience in product application and preparation of surfaces and finishes required for this project; and
- (6) Product information of primers and paints to be used for this project to include Material Safety Data Sheets for each product.

Experience and Past Performance – List all contract 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, if any;
- (3) Date of contract award, place(s) of performance, completion dates and contract value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within the last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled on July 24, 2012 at 10:00 A.M.

(c) Participants will meet at the U.S. Consulate General, 1973 Upper Water Street, Halifax, NS B3J 0A9.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be less than \$25,000.00.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR 15.208.

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/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

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.

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.

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

(d) 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 _____

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-

-If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

-If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should be prepared to provide the following information:

- Company legal business name.
- Tradestyle, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.
- Chief executive officer/key manager.
- Line of business (industry)
- Company Headquarters name and address (reporting relationship within your entity).

L.3 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238320.

(2) The small business size standard is _____.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) 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 (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

L.4. 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) o 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) o Outside the United States.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone Number: _____

L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
<i>(1) United States citizens or residents</i>		
<i>(2) Individuals hired in the United States, regardless of citizenship</i>		
<i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>
<i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>

(b) The contracting officer has determined that for performance in the country of Canada –

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the

terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

L.7. 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran – Certification (SEP 2010)

(a) *Definition.*

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if—

(1) This solicitation includes a trade agreements certification (*e.g.*, [52.225-4](#), [52.225-11](#) or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.