

June 13, 2013

Dear Prospective Offeror:

SUBJECT: Request for Quotation Number SCA52513Q0187

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 June 19, 2013, 1:00 P.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 June 18, 2013 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 3 of the solicitation and complete the required portions of the attached document as follows:

- 1) Standard Form (SF) 1449, Cover Sheet, page 1
- 2) Section 1, Pricing, page 4
- 3) Section 5, Offeror Representations and Certifications, pages 29-43
- 4) Additional information required under Section 3, pages 25-26

Proposals must be submitted in a sealed envelope marked "**Proposal Enclosed – SCA52513Q0187**" **on or before 4:00 P.M. on July 15, 2013 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 Paul Yeskoo and Alma Andico at the following email addresses YeskooPD@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
Paul Yeskoo
Contracting Officer
U.S. Embassy, Canada

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 2514249	PAGE 1 OF 43	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SCA52513Q0178	6. SOLICITATION ISSUE DATE June 13, 2013		
7. FOR SOLICITATION INFORMATION CALL	a. NAME Paul Yeskoo / Alma Andico		b. TELEPHONE NUMBER(No collect calls) 613-688-5250 / 613-688-5310	8. OFFER DUE DATE/ LOCAL TIME July 15, 2013 NLT 4:00 P.M.		
9. ISSUED BY U.S. Embassy – Canada General Services Office P.O. Box 866, Station B Ottawa, ON K1P 5T1		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO: Code		16. Administered by: Block 31				
17.a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY Charleston Financial Center				
TELEPHONE NO:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section 1, Schedule of Services					
		(Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

**CONTINUATION TO SF-1449
RFQ NUMBER SCA52513Q0187
PRICES, BLOCK 23**

1. SCOPE OF SERVICES

- 1.1 The Contractor shall perform painting and related services for the U.S. Consulate General's Mail Screening Facility (MSF) located at 1973 Upper Water Street, Halifax, NS, B3J 0A9.
- 1.2 The Contractor shall complete all work, including furnishing all labor, materials, tools, transportation, equipment and services, required under this contract for firm-fixed price and within the time specified. The price listed below shall include all labor, materials, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit.
- 1.3 All prices are in local currency and the Government will make payment in local currency.

2. PRICING

Mail Screening Facility, Fence and Mail Box Painting Services, in accordance with the Description/Specification/Work Statement described under this contract.

Firm-Fixed Price: \$ _____
HST: \$ _____
Total Price: \$ _____

3. NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

4. WORKING HOURS

The Contractor shall perform all work during weekdays, Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M. except for the holidays identified in Section 2, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave. 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. Contractor initiated changes in work hours will not be a cause for a price increase.

5. DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Insurance	1	10 days after award	Contracting Officer
Safety Plan	1	10 days after award	COR
List of Personnel	1	10 days after award	COR
Construction Schedule	1	10 days after award	COR
Payment Request/Invoice	1	upon completion and final acceptance of work	COR

6. SPECIAL REQUIREMENTS

6.1 Performance/Payment Protection

The Contractor shall furnish some form of payment protection or security approved by the Government, such as letter of credit/guaranty, 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.

6.2 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
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.

7. CONSTRUCTION PERSONNEL

7.1 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 1, Attachment 3.

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application.

Once the Government has completed the security screening and approved the applicants 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

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

CONTINUATION TO SF-1449
RFQ NUMBER SCA52513Q0187
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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. GERNERAL 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. CONTRACTOR RESPONSIBILITY

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. TECHNICAL SPECIFICATIONS

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. PROJECT SECURITY

8.1 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.

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

9. PAYMENTS

9.1 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.

9.2 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.

9.3 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.

ATTACHMENT 1

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 match building standard, which may be viewed anytime during normal working hours on the tenant entry doors in the 5th floor public corridor of Tower One. Contractor to submit finished samples to owner for approval prior to undertaking any re-finish work (531-001 stain-base-clear by Chemcraft or equivalent with appropriate coloring). Apply 3 finish coats of Aquatec water base 35 deg (Aquatec platinum semi-gloss by Akzo Nobel Coatings Inc. or equivalent). 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 WORK 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 Hazard Assessment for the project. This can be provided during site orientation, as outlined below
- Where applicable, 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.
- Where applicable, 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.
- Where applicable, 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 one of our Tenant Services Coordinators at 421-1122 or pwoneserve@gwlr.com. This is also the contact number for booking service elevators for after hours work.

AT THE START OF CONSTRUCTION PROJECTS:

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 WORK OR CONSTRUCTION PROJECTS:

Loading and unloading of material is to be done before 8:00am or after 6pm on weekdays 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 PROJECTS:

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:

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

THE FOLLOWING ARE A SELECTION OF APPROVED CONTRACTORS FOR LEASEHOLD IMPROVEMENT WORK AT PURDY'S WHARF:

Electrical:	Able Electric Provincial Electric Rockingham Electric	454-7452 – Blake Clothier 443-8172 – Victor Hughes 468-3000- Kevin Ashley
Communications/ Network Cabling:	Plexus Able Electric Cabco	450-5112 – Geoff Baker/ Dan Bentley 454-7452 – Blake Clothier 468-2252 – Don Reed
Mechanical:	Atlantica Mechanical CC MacDonald Commercial Heating	468-2300 – Harry Grant 450-5184 – Kenny Gaudet 468-9725 – Jim Slade
Plumbing:	Atlantica Mechanical CC MacDonald Murphy & Wharton Rollies Plumbing	468-2300 – Harry Grant 450-5184 – Kenny Gaudet 423-7018 – Peter Langille 477-0414 – Roland Parsons
Air Balancing:	Barrington Balancing Griffin Balancing	443-9802 – Earl Barrington 880-0955 – Shawn Griffin
Pneumatics/Building Controls Card Access Systems:	Siemens	835-8316 – Dave Wagner
Drywall:	Aston Drywall Tartan Interiors	499-3133 – Tom Stone 468-8849 – Chris Chisholm
Paint/vinyl:	Hartlin Painting Trimglide Certa-Pro	477-1907 – Mark Hartlin 864-3351-Earl Fougere 425-7554- Jarrett Mitchell
Fire protection:	Life Safety Systems Grinnell Fire Prot. Turner & Stacey	468-7500 – David Vincent 468-9100 – Tim Coffey 471-1088 – Crystal Garnet
Flooring:	Floors Plus (a division of Install-A-Flor) Commercial Carpet Hyland Carpets Hallmark Floors Taylor Flooring	468-5576- John Power 425-2411 – Kyle Conrad 454-2377 – Donnie Hyland 468-1588 – Cliff Gaetz 830-1108- Skip MacLagan

**General Interior
Contractors:**

**Javelin Construction
J.W. Lindsay
RCS Construction
PCL Construction
Bird Construction
APM**

**455-2020 – Phillip Chiasson
468-5000 - Gordie Bishop
468-6757 – Doug Doucette
481-8500 – Rob McGrath
835-8205 – Greg Cooper
481-8887- Ryan Nesbitt**

**Fire Alarm
Verification:**

AEL Security

477-5118 - Ron Phillips

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 2

DS-7673

Canada Authority for Release of Information

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (May 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).

(2) 52.233-3, Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

- __ (11) [Reserved]
- __ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Jul 2010) of 52.219-9.
- __ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of 52.219-23.
- __ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- __ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Mar 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- X (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- X (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (49) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-9	Personal Identification Verification of Contractor Personnel (JAN 2011)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

RFQ No. SCA52513Q0187
Mail Screening Facility (MSF), Fence and Mail Box Painting
for U.S. Consulate General Halifax

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

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

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

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original copy to the following address: U.S. Consulate General, 1973 Upper Water Street, Halifax, NS B3J 0A9. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

- 1) Name and address of the contractor.
- 2) Invoice date and invoice number.
- 3) Contract number.
- 4) Description, quantity, unit of measure, unit price of services performed.
- 5) Payment terms.
- 6) Name and address of contractor official to whom payment is to be sent.
- 7) Name, title, phone number and mailing address of person to notify in the event of a defective invoice.
- 8) Taxpayer Identification Number (TIN).
- 9) Electronic Funds Transfer (EFT) banking information

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

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during weekdays, Monday through Friday except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day	Canada & US
Martin Luther King's Birthday	US
Washington's Birthday	US
Good Friday	Canada
Easter Monday	Canada
Victoria Day	Canada
Memorial Day	US
Quebec National Day (Quebec only)	Canada
Canada 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

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

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.

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.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions Each offer must consist of the following:

A.1 A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2 Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references for similar scope of work to include the following information:
 - (a) Customer's name, address, and current telephone and fax numbers of customer's lead contract and technical personnel.
 - (b) Contract number and type, if any. If none, indicate as "None".
 - (c) Date of contract award, completion dates and contract value.
 - (d) Brief description of work, including responsibilities.
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work to include contractor personnel qualifications and experience in product application and preparation of surfaces and finishes required for this project.

- (5) Product information of primers and paints to be used for this project to include Material Safety Data Sheets for each product.
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law to include business permit, WSIB clearance certificate, etc. (see DOSAR 652.242-73 in Section 2).

A.3 Evidence of Certificate of Insurance. Offeror shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause 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 FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on June 19, 2013 at 1:00 P.M. at U.S. Consulate General, 1973 Upper Water Street, Halifax, NS B3J 0A9. Prospective offerors/quoters should contact Ether Clarke at 902-442-2077 for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Paul Yeskoo, at 613-688-5250. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined based on the total firm-fixed price provided under "Section 2, Pricing" or "Prices - Continuation of SF-1449, block 23.
-

- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (APR 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the

United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

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

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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 electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It is, or is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, or is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It is, or is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, or is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *[Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since

its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her

behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

-
-
-

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

-	-
-	-
-	-

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements- Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

_____	_____
—	
_____	_____
—	

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 U.S.C. 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.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;

- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 Name _____.
 TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) 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.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

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

(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.

(End of provision)