April 3, 2012

Dear Prospective Offeror:

SUBJECT: Request for Quotation Number SCA52512Q0007, U.S. Embassy Centre Tower Lighting System

Enclosed is a Request for Quotation (RFQ) for the U.S. Embassy Centre Tower Lighting System.

A site visit will be held on April 13, 2012, 10:00 A.M. at U.S. Embassy Ottawa, 490 Sussex Drive Ottawa, ON K1P 5T1, and all prospective offerors will be invited to attend. For additional information or arrange for access to the building please contact Lance Crystal at 613-688-5256 on or before 12:00 noon on April 12, 2012 and provide the names of all individuals planning to attend the site visit. Drawings for this project will be distributed during the site visit. Interested offerors who wish to request drawings in advance, may do so by contacting Mark Pawlikowski at 613-688-5366. Offerors are requested not to make copies of the drawings received.

If you are interested in submitting a proposal on this project, complete and submit the following:
1) Standard Form (SF) 1442, Cover Sheet, page 1
2) Section A, Pricing, page 4
3) Attachment 2, Breakdown of Price by Division of Specifications, page 19
3) Section L, Representations, Certifications and Other Statements of Offerors, pages 32-36
4) Additional information required under Section J, Quotation Information, page 29-30

Quotations must be submitted in a sealed envelope marked "Quotation Enclosed – SCA52512Q0007" on or before 4:00 P.M. on April 24, 2012. No proposal will be accepted after this time. Drawings shall be returned to the U.S. Embassy along with the quotations.

Quotations can be submitted via courier to:
U.S. Embassy-Canada
207 Bank St, Suite 418,
Ottawa, ON, Canada K2P 2N2
to the attention of Michael St Clair, Contracting Officer

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 Michael St Clair 613-688-5250 during regular business hours from 8:00 A.M. till 4:00 P.M. EST.

The Embassy appreciates your interest in this solicitation

Sincerely,

/signed
Michael St Clair
Contracting Officer
U.S. Embassy, Canada

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. SCA52512Q0007	TYPE OF SOLICITATION ☐ SEALED BID (IFB) X NEGOTIATED (RFQ)	3. DATE ISSUED April 3, 2012	PAGE OF PAGES 1 36

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE	8. ADDRESS OFFER TO
U.S. Embassy – Canada General Services Office P.O. Box 866, Station B Ottawa, ON, K1P 5T1	U.S. Embassy – Canada General Services Office 207 Bank Street, Suite 418 Ottawa, ON, Canada K2P 2N2

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Michael St Clair / Alma Andico	613-688-5250 / 613-688-5310

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

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

Cover Sheet - SF-1442, Solicitation, Offer and Award
Section A – Price
Section B – Scope of Work
Section C – Packaging and Marking
Section D – Inspection and Acceptance
Section E – Deliveries/Performance
Section F – Administrative Data
Section G – Special Requirements
Section H – Clauses
Section I – List of Attachments
Section J – Quotation Information
Section K – Evaluation Criteria
Section L – Representations, Certifications, and Other Statements of Offerors or Quoters
Attachments:
Attachment 1: Sample Letter of Bank Guaranty
Attachment 2: Breakdown of Price by Divisions of Specifications
Attachment 3: Specifications
Attachment 4: Drawings
Attachment 5: Government Furnished Equipment
Attachment 6: Standard One-Year Warranty
Attachment 7: Canada Authority for Release of Information
Attachment 8: List of Holidays

11. The Contractor shall provide all labor, materials, tools, transportation, equipment, supervision and services for the U.S. Embassy Centre Tower Lighting System Installation, in accordance with the work specifications and terms and conditions stipulated under this contract.
- **Deliver security clearance forms, securities/insurance and construction schedule within 10 calendar days after contract award.**
- **Commence the work within 10 calendar days after receipt of the "Notice to Proceed"**
- **Complete the work no later than 30 calendar days after the work begins. Performance period is mandatory.**

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)*	12B. CALENDAR DAYS
☒ YES ☐ NO	10

ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and (Refer to Section J.B) copies to perform the work required are due at the place specified in Item 8 no later than 4:00 PM *(hour)* local time on April 24, 2012. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 90 calendar days after the date offers are due. Offers shall remain valid until **July 31, 2012** *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS →

Option 1 - CAD$ ……(including HST)

Option 2 - CAD$ ……(including HST)

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

19. ACKNOWLEDGMENT OF AMENDMENTS
The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	B. SIGNATURE	C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
CAD$……..(including HST)	……

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(2 copies unless otherwise specified)*	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE Block 31		27. PAYMENT WILL BE MADE BY Charleston Financial Center

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	☐29. AWARD *(Contractor is not required to sign this document.)* Y
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31.A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY ……	31C. AWARD DATE

STANDARD FORM 1442 BACK

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SF-1442 cover sheet

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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, materials, tools, transportation, equipment, supervision and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit. Refer to Attachment 2 for breakdown of prices.

	Option 1	**Option 2**
Total Firm-Fixed Price	**CAD$_____**	**CAD$ _____**
HST	**CAD$ _____**	**CAD$ _____**
Grand Total --	**CAD$_____**	**CAD$ _____**

B. SCOPE OF WORK

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

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING - Reserved

D. INSPECTION AND ACCEPTANCE

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

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

(1) Substantial Completion

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time period required for final completion.

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

(2) Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for

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

(3) Final Completion and Acceptance: Definitions

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

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

(4) Final Inspection and Tests

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

(5) Final Acceptance

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

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

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:
(a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than **30 calendar days** after receipt of the Notice to Proceed (NTP).

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

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

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **$135.00 for each calendar day of delay** until the work is completed or accepted.

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

(3) CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

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

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

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

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

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

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

(4) Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the

effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

(5) Notice to Proceed

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

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

(6) Working Hours

All work shall be performed during regular working hours Monday to Friday, 8:00 a.m. to 5:00 p.m. excluding Canadian and American holidays. All planned work hours shall be submitted to and approved by the Contracting Officer's Representative (COR) one week prior to the planned work. The Government reserves the right to temporarily or permanently cancel permission to work outside regular hours or request alternate proposals for dates when work can be completed.

(7) Preconstruction Conference

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

(8) Deliverables

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver to
Section D, Request for Substantial Completion	1	5 days before inspection	COR

Section D, Request for Final Acceptance	1	completion of punch list	COR
Section E, Construction Schedule	1	within 10 days after award	COR
Section F, Payment Request		last calendar day of each month	COR
Section G, Bonds & Insurance	1	10 days after award	CO
Section G, Completed Security Forms	1	10 days after award	COR
Attachment 3, Specification Section 5.2, Project Safety Plan Section 5.3, Bill of Materials	1	10 days after award	COR
Attachment 3, Specification Section 8.3, Copy of Maintenance and Operating Information, Warranties and Cuts of all items installed	1	after completion	COR & CO
Attachment 3, Specification Section 5.3 & 10.3, Two year warranty letter (on company letterhead)	1	after completion	COR & CO

F. ADMINISTRATIVE DATA

(1) 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the **Facility Management Specialist.**

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

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

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

The Contractor shall address invoices to: **U.S. Embassy P.O. Box 866, Station B, Ottawa, ON K1P 5T1, Attention: GSO/Procurement Office.**

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

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

G. SPECIAL REQUIREMENTS

(1) Performance/Payment Protection

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

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

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

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

(2) Insurance

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

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

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

Per Occurrence	$ 1,000,000.00
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 therefrom, except in the instance of gross negligence on the part of the Government.

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

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

(3) Document Descriptions

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

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

(a) a current marked set of contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

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

(5) "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(a) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

(b) record shop drawings and other submittals, in the number and form as required by the specifications.

(6) Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Any required permits (including building permits, noise permits, etc.) are the responsibility of the contractor.

Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

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

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

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

(7) Construction Personnel

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

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

After receipt of the Notice of Award, the Contractor has ten (10) calendar days to submit to the Contracting Officer the following requirements for the Government to conduct all necessary security checks: (1) list of workers and supervisors assigned to this project, and (2) completed Authority for Release Information of each personnel. The Contractor shall use the form provided under Section I, Attachment 6.

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

Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

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

(8) Materials and Equipment

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

(9) Special Warranties

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

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

(10) Equitable Adjustments

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

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

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

(11) Zoning Approvals and Permits

The Contractor shall be responsible for:

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

H. CLAUSES

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

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to

see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

Clause	Title and Date
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (AUG 2011)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)

52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

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

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

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

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

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;
(ii) Work at heights above two (2) meters;
(iii) Trenching or other excavation greater than one (1) meter in depth;
(iv) Earth moving equipment;
(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
(vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(viii) Hazardous noise levels.

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

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That is has obtained all necessary licenses and permits required to perform this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

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

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

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

I. LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO. OF PAGES
Attachment 1	Sample Letter of Bank Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Specifications	4
Attachment 4	Drawings	7
Attachment 5	Government Furnished Equipment	1
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ATTACHMENT 1

SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]

Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 50% of the contract price in Canadian dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

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

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

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

_____-

Depository Institution: [Name]
Address: Location: _____
Representative(s): _____ _____ State of Inc.: _____
_____ _____ Corporate Seal:
_____ _____

_____

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

ATTACHMENT 2

BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

1) The contractor shall provide prices for options 1 & 2 in accordance with the following specifications. The U.S. Government reserves the right to determine which option will be utilized in the performance of services under this contract.

   a) Option 1

   Install CK LED Lighting System as per this SOW.
   (USG to provide four (4) 10° LED spotlights (one per corner), twelve (12) 23° LED floodlights (3 per side of tower), a light show controller and data enabler)

   CAD$: _____ (including HST)

   b) Option 2

   Install CK LED Lighting System as per this SOW.
   (USG to provide four (4) 10° LED spotlights (one per corner), twelve (12) 23° LED floodlights, a light show controller and data enabler)
   (Contractor to supply and install eight (8) 23° LED floodlights (Philips ColourBlast Powercore 23 degree, Philips PN# 123-000021-03) to achieve a total of five (5) floodlights per side.

   CAD$: _____ (including HST)

2) The contractor shall provide price for the following service as reference only should the U.S. Government determines to install additional fixtures at a later date. This price will not be included in this contract.

   a) Supply and install eight (8) additional 23° LED floodlights (2 per side of tower) within six months of completion:
   (Philips ColourBlast Powercore 23 degree, Philips PN# 123-000021-03)

   CAD$: _____ (including HST)

ATTACHMENT 3

SPECIFICATION
for
U.S. Embassy Centre Tower Lighting System

1.0 INTRODUCTION

1.1 The U.S. Embassy at 490 Sussex Drive in Ottawa has a requirement to obtain Construction Services for the installation of new a tower lighting system to replace existing faulty spotlights.

The Centre Tower structure is a four sided pyramid with flattened sides culminating in a rounded cornice. Its base dimensions are approximately 14.4 metres by 14.4 metres with a height of approximately 13 metres from roof slab to top of skylight. The Centre Tower was originally designed with traditional spotlights at the base of the flattened sides.

1.2 The Contractor shall provide construction personnel as needed to complete the services that meet the technical requirements in this Statement of Work [SOW].

1.3 It is expected that the Contractor shall partner closely with the Contracting Officer Representative (COR), local Color Kinetics Representative, and designated Consultant.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide the facilities support to provide a site survey, material procurement and construction, to complete this project.

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 project completion shall be 30 days from the start date indicated in the Notice to Proceed (NTP). Work shall be performed during a consecutive five day period (M-F) as determined by the COR.

3.0 CONTRACT ADMINISTRATION

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

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

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

3.4 The USG does not make representations or warranties of whatsoever 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 USG review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

3.6 The USG has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The USG may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the Construction Documents.

3.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW.

3.9 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 USG may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the USG that is directly related to the performance of such service or terminate the contract for default.

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

4.0 RESPONSIBILITY OF THE CONTRACTOR

4.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

4.2 The Contractor shall identify a Project Manager who shall be responsible for the overall supervision and management of the project and shall represent the Contractor on the site during construction. The Project Manager shall be approved by the COR.

4.3 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor shall assure that the project is constructed to be easily maintained or replaced with readily available materials and services. Emphasis shall be placed on the compatibility of materials to maximize uniformity.

4.4 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.

4.5 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.

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

4.7 The USG will be supplying the following equipment;
Four (4) spotlights, Philips ColourBlast Powercore 10 degree, Philips PN# 123-000021-01
Twelve (12) floodlights, Philips ColourBlast Powercore 23 degree, Philips PN# 123-000021-03
One (1) Philips Data Enabler Pro, PN# 106-000004-00,
One (1) light show controller, Philips iPlayer 3, Philips PN# 103-000019-00

The Contractor is responsible for providing all other equipment/parts/cabling required to meet the requirements of the design.

5.0 PRE-CONSTRUCTION REQUIREMENTS

5.1 The Contractor shall examine all the documents and visit the construction site to fully inform themselves of all the conditions and limitations applied to the work and submit firm fixed prices cost proposal for all the work. No subsequent allowance will be made to the Contractor for neglect of the existing conditions.

5.2 The Contractor shall prepare and submit a Project Safety Plan [PSP].

5.3 Submit a letter (on company letterhead) indicating that the Contractors intends to provide a signed copy of the standard warranty letter (Attachment 6) with the final Invoice.

6.0 CONSTRUCTION REQUIREMENTS

6.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.

6.2 The Contractor shall be responsible (not supplied by the USG) for all required materials, equipment and personnel to manage, administer, and supervise the centre tower lighting system 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.

7.0 SPECIFICATIONS

7.1 Refer to “United States Embassy Centre Tower Illumination” drawing numbers E01, E02, E03, E04, E05, E06, and S01 for description of work required.

7.2 Provide up to four hours (during non-daylight hours) of system user training provided by the local Color Kinetics (CK) Representative to Embassy Personnel to include procedure to create a custom light show and review of system applications, configuration, and run modes found for the iPlayer 3 and ColorPlay 3. Contractor to retain services of the local CK Representative for the system training. All materials to be completely installed prior to the training. All serial codes numbers are to be recorded and entered with a copy of the maintenance manuals for future reference and programming of the system.

7.3 Immediately following the system user training, the Contractor is to attend a commissioning session along with local CK Representative to verify proper operation and installation of the system.

7.4 The corner mounting plate will be bolted to steel tabs which will be shop welded to the HSS members prior to galvanizing, refer to detail 4/S1 for this connection. The mounting plates should come pre-drilled to suit the light mounting hardware.

8.0 DELIVERABLE SCHEDULE

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

8.2 Milestones:

Contractor Site Survey	March 2012
Award of Contract	April 2012
Pre-construction Submittals	Within 10 days of Contract Award
USG Review	10 days
Construction Begins	Date specified by CO
Construction	10 days
Period of Performance to Completion	30 days

8.3 Project Completion: Furnish copy of maintenance and operating information, warranties, and catalog cuts of all items installed.

9.0 SECURITY CLEARANCES

9.1 No security clearance is required but the contractor and contractor personnel shall be approved by the RSO.

10.0 PAYMENTS

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

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

10.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have a copy **of two year warranty** letter attached with date of substantial completion.

END OF STATEMENT OF WORK

ATTACHMENT 4

Drawings
(To be distributed during the site visit or can be requested in advance before the site visit.)

ATTACHMENT 5

Government Furnished Equipment

The Government shall make the following equipment available to the contractor as "Government furnished equipment" for performance under the contract:

- Four (4) spotlights, Philips ColourBlast Powercore 10 degree, Philips PN# 123-000021-01
- Twelve (12) floodlights, Philips ColourBlast Powercore 23 degree, Philips PN# 123-000021-03
- One (1) Philips Data Enabler Pro, PN# 106-000004-00,
- One (1) light show controller, Philips iPlayer 3, Philips PN# 103-000019-00

ATTACHMENT 6

Standard One-Year Warranty

ATTACHMENT 7

DS-7673, Canada Authority for Release of Information

ATTACHMENT 8

List of Holidays

The Department of State observes the following days as holidays:

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

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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

(1) Be able to understand written and spoken English;
(2) Have an established business with a permanent address and telephone listing;
(3) Be able to demonstrate prior construction experience with suitable references;
(4) Have the necessary personnel, equipment and financial resources available to perform the work;
(5) Have all licenses and permits required by local law;
(6) Meet all local insurance requirements;
(7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
(8) Have no adverse criminal record; and
(9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this Request for Quotation (RFQ).

Each quotation must consist of the following:

Volume	Title	No. of Copies*
I	Standard Form 1442, including a completed Attachment 2 - "BREAKDOWN OF PROPOSAL PRICE BY SPECIFICATIONS", and completed Section A –"PRICE", and Section L – "REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS"	2
II	Performance schedule in the form of a "Bar Chart" and Business Management/Technical Proposal	2

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

_____

_____

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

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

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

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

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

Proposed Work Information – Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the offeror;

(2) The name and address of the offeror's proposed project site manager for this project;

(3) A list of the names, addresses and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

(4) All licenses and permits required by local law.

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

(1) Customer's name, address and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of contract award, place(s) of performance, completion dates and contract value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

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

(b) A site visit has been scheduled on **April 13, 2012 at 10:00 A.M.**

(c) Participants will meet at **U.S. Embassy Ottawa, 490 Sussex Drive, Ottawa, ON K1P 5T1**. Prospective offerors/quoters should contact Lance Crystal at 613-688-5256 on or before noon on April 12, 2012 for additional information or to arrange entry to the building.

D. MAGNITUDE OF CONSTRUCTION PROJECT

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

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

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)
52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

K. EVALUATION CRITERIA

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

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

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

L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

__ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

__ Offeror is an agency or instrumentality of a foreign government;

__ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

__ Sole Proprietorship;

__ Partnership:

__ Corporate Entity (not tax exempt);

__ Corporate Entity (tax exempt);

__ Government entity (Federal, State, or local);

__ Foreign government;

__ International organization per 26 CFR 1.6049-4;

__ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

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

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

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-
If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
If located outside the United States, by contacting the local Dun and Bradstreet office.

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

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

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

(2) The small business size standard is _____.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

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

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

[*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

L.4. 52.225-18 Place of Manufacture (Sept 2006)

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

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

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

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

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

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

(2) o Outside the United States.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

_____

Telephone Number: _____

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

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

Category	**Yes/No**	**Number**
(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 where there are no *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 are *local workers' compensation laws*		*Local nationals:* _____ *Third Country Nationals:* _____

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

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

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

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

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

L.7. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions*.

"Person"—

(1) Means—

(i) A natural person;

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

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

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

"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)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) 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

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

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