

September 7, 2012

Dear Prospective Offeror:

SUBJECT: Request for Quotation Number SCA52512Q0379, U.S. Embassy Ottawa Installation of Fiber Optic Cable Infrastructure and Cat 6 Cable

Enclosed is a Request for Quotation (RFQ) for the U.S. Embassy Ottawa Installation of Fiber Optic Cable Infrastructure and Cat 6 Cable for CMR and DCR.

**A site visit will be held on September 12, 2012, 12:00 Noon at 500 Lisgar Road, Rockcliffe Park, Ottawa,** and all prospective offerors will be invited to attend. For additional information or arrange for access to the building please contact **Don Papineau at 613-688-5372 on or before 12:00 noon on September 11, 2012** and provide the names of all individuals planning to attend the site visit.

If you are interested in submitting a proposal on this project, complete and submit the following:

- 1) Standard Form (SF) 1442, Cover Sheet, pages 1-2
- 2) Section A, Pricing, Page 4
- 3) Attachment 2, Breakdown of Price by Division of Specifications, page 26
- 3) Section L, Representations, Certifications and Other Statements of Offerors, pages 34-42
- 4) Additional information required under Section J, Quotation Information, pages 31-32

Quotations must be submitted in a sealed envelope marked "**Quotation Enclosed – SCA52512Q0379**" **on or before 4:00 P.M. on September 24, 2012.** No proposal will be accepted after this time.

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 Geoffrey Douglas, 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 Geoffrey Douglas at 613-688-5450 or Alma Andico at 613-688-5310 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  
Geoffrey Douglas  
Contracting Officer  
U.S. Embassy, Canada

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. <b>SCA52512Q0379</b>	TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	3. DATE ISSUED September 7, 2012	PAGE OF PAGES 1 42
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY <b>U.S. Embassy – Canada General Services Office P.O. Box 866, Station B Ottawa, ON, K1P 5T1</b>	CODE	8. ADDRESS OFFER TO <b>U.S. Embassy – Canada General Services Office 207 Bank Street, Suite 418 Ottawa, ON, Canada K2P 2N2</b>
9. FOR INFORMATION CALL:	A. NAME <b>Geoffrey Douglas / Alma Andico</b>	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> <b>613-688-5450 / 613-688-5310</b>

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: Drawings
- Attachment 4: Government Furnished Equipment
- Attachment 5: Canada Authority for Release of Information
- Attachment 6: List of Holidays

11. The Contractor shall provide all labor, materials, tools, transportation, equipment, supervision and services for the U.S. Embassy two (2) main residences located at the following addresses: Residence 1 (CMR) - Located at 500 Lisgar Road, Rockcliffe Park, Ottawa and Residence 2 (DCR) – Located at 46 Rockcliffe Road, Rockcliffe Park, 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 work 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.)*

YES  NO

12B. CALENDAR DAYS

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 **September 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)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 90 calendar days after the date offers are due. Offers shall remain valid until **December 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 ➔ 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
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*AWARD (To be completed by Government)*

21. ITEMS ACCEPTED:

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

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31.A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY .....	31C. AWARD DATE
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STANDARD FORM 1442 BACK

## TABLE OF CONTENTS

SF 1442 cover sheet

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

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- Attachment 2: Breakdown of Price by Divisions of Specifications
- Attachment 3: Drawings
- Attachment 4: Government Furnished Equipment
- Attachment 5: DS-7673, Canada Authority for Release of Information
- Attachment 6: List of Holidays

## REQUEST FOR QUOTATIONS

### A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified herein. This price shall include all labor, materials, overhead and profit. All prices shall be submitted in Canadian dollars.

<u>Line Item</u>	<u>Description</u>	<u>Qty</u>	<u>Total Firm-Fixed Price</u>
001	Fiber Optic Cable Installation	1 Lot	\$ _____
002	Cat 6 Cable Installation	1 Lot	\$ _____
003	HST --		\$ _____
004	Total Amount --		\$ _____

### B. SCOPE OF WORK

#### B.1 Introduction

The U.S. Embassy in Ottawa has a requirement to obtain contractor services for the installation of Fiber Optic cable infrastructure and Cat 6 cable drops in two main residences located at the following addresses:

- Residence 1 (CMR) - Located at 500 Lisgar Road, Rockcliffe Park, Ottawa
- Residence 2 (DCR) – Located at 46 Rockcliffe Road, Rockcliffe Park, Ottawa

The Contractor shall provide the Embassy with the equipment, materials, and labor to provide a site survey, material procurement required except for the fiber optic cable and construction to complete this project. Any permits requirement to allow the vendor's workers to accomplish the work shall be the responsibility of the vendor.

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 work days from the start date indicated in the Notice to Proceed.

The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation of the building official functions caused by the proposed construction.

## B.2 General Requirements

- 1) The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the installation of the optic fiber infrastructure project. All workmanship shall be of good quality and performed in a skillful manner in coordination with the Contracting Officer's Representative (COR).
- 2) The Contractor shall review the solicitation package and required documents and visit the construction site in advance to fully inform themselves of all the conditions and limitations applied to the work. The Contractor shall submit firm-fixed price and technical proposal for all work described in the solicitation.
- 3) The U.S. Embassy shall the 12 strand fiber optic cable as Government furnished equipment.
- 4) All materials to be provided by the contractor and equipment incorporated into the project shall be new. The Contractor shall transport and safeguard all materials and equipment required for construction. The Contractor shall obtain primary products from a single manufacturer, which has successfully produced these materials for at least ten years.
- 5) The Contractor shall be escorted by the Embassy staff during installation works. The Contractor will have no access to or be admitted into any location in the compound outside the areas designated for the project without the approval of the COR.
- 6) The Contractor shall store any material for the project in an area designated by the COR. The Contractor shall be permitted to use a limited area in the Garage to store construction equipment and materials temporarily. The Contractor shall be responsible for obtaining any additional off-compound storage areas whenever required.
- 7) The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completion of work, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR. In case of damage to property due to the negligence of the contractor, the property shall be repaired to the original state of condition, both functionally and aesthetically, in a manner acceptable to the COR and at no additional cost to the Government.
- 8) All cable runs shall be properly labeled for identification. All conduit runs shall have a remaining pull cable at the end of job.
- 9) Underground facilities: The contractor shall locate all existing underground utilities before the installation of the underground conduit for the fiber optic cable.
- 10) Before any work shall begin, the Contractor shall protect the furniture, floors, and any parts of the residence that can be damaged due to the work that will be performed in any area. The Contractor shall be responsible for any damage caused by a lack of protection or negligence.
- 11) The Contractor shall be responsible to maintain a safe passage, free of any debris or hazardous materials around the work area, for all occupants and visitors to the residence, to prevent any accidents.

12) The Contractor shall be responsible for the removal and disposal of all debris from the residence. Clean up shall be conducted at the end of each workday and at the completion of the project.

13) The Contractor shall park all vehicles only in areas designated by the occupants or COR.

14) The Contractor shall provide warranty, in writing, on materials provided by the contractor and workmanship to include installation and manufacturer's warranty from the date of project completion.

15) Any changes to the scope of work under this contract shall have the approval in writing by Contracting Officer (CO) and Contracting Officer's Representative (COR).

16) Advance payments are not authorized under this contract. However, monthly progress payments may be requested in accordance with Section F(2), Payment.

### B.3 Contractor Responsibility

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

2) The contractor personnel shall adhere with the contractor personnel requirements described under Section G.5, Construction Personnel.

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

5) The Contractor personnel may be required to sign daily logs to document attendance at the job site and provide ID. The Contractor personnel may be requested to sign confidentiality agreements to protect the privacy and private nature of the tenants and the job site.

### B.4 Equipment and Supplies

1) The Contractors shall be responsible to supply any and all other required materials and supplies, except for the equipment, materials and supplies to be provided by the Embassy.

2) The Embassy shall require the contractor to use Panduit for all communication materials.

3) The Embassy shall work with contractor on the list of all materials and Panduit part numbers.

4) The Contractor shall be terminating all fiber runs using 50 Micron connectors.

5) All Category 6 cables shall be white in color.

## B.5 Specifications

### A. Work Requirements for Residence 1 (CMR) – Located at 500 Lisgar Road, Rockcliffe Park, Ottawa

- 1) The contractor shall perform the required services described below.
  - a) Work shall be performed at the following areas:
    - Basement
    - First floor
    - Second floor
    - Third floor
    - Main Garage
    - Top of Garage
    - Lisgar gate guard hut
    - Rockcliffe gate
    - Facility building
    - Mail screening facility
    - RCMP hut
  - b) There are 14 HOME RUN Category 6 cables from various locations on the 3rd floor residence which shall be terminated, labeled, and tested. The Embassy shall advise the contractor of exact location on the 3rd floor where these cables shall be terminated.
  - c) There are 10 HOME RUN Category 6 cables from various locations on the 2nd floor residence which shall be terminated in the mechanical room in the basement of the residence.
  - d) There are 4 HOME RUN Category 6 cables from various locations on the 2nd floor of the residence which shall be terminated on the 3rd floor. The Embassy will advise the contractor of the location on the 3rd floor where cables shall be terminated.
  - e) There are 4 HOME RUN Category 6 cables from various room locations on the 1st Floor of residence which shall be terminated in the mechanical room in the basement.
  - f) There are 4 HOME RUN category 6 cables from various locations in the basement residence which shall be terminated in the mechanical room in the basement.
  - g) There are 2 Home Run Category 6 cable from the CMR 3 Car garage which shall be terminated above the garage on the 2nd floor.
- 2) Fiber Optic Run IN HOUSE of Residence 1 (CMR)
  - a) One 12 strand Fiber Optic Run from the 3rd floor of the Residence shall be terminated in the Mechanical room in the basement of the residence. Please note that all 12 Strands of Fiber shall be terminated at each end of the fiber.

- b) Run one 12 strands Fiber Optic from the 2nd floor of the 3 car garage to basement of EMR mechanical room.
- 3) Fiber run and Cat 6 cable on Residence 1 (CMR) Compound
- a) Dig and install new conduit from the front Guard gate to the Residence 1 (CMR) where the mechanical room is located.
  - b) Run one 12 strand Fiber Optic in the conduit that has been installed and terminate all 12 strands and each end of the Fiber Optic. The Embassy shall provide SITE drawing of the Residence Compound and 12 Strands Fiber Optic. Leave an additional pull cable when work is completed.
  - c) Remove a 25 Pair cable from the existing conduit located from the (RCMP hut) to the facility Maintenance shop.
  - d) Remove 2 x 25 Pair cable from existing conduit located from the RCMP Hut to the basement of the Residence 1.
  - e) Run one 12 strand Fiber Optic from the facility Maintenance shop to the Residence 1 (CMR) where the mechanical room is located using the existing conduit and remove the 25 pair cable. Leave an additional pull cable when work is completed.
  - f) Run 2 HOME RUN Category 6 cables from the RCMP Hut to the Residence 1 (CMR) mechanical room using the existing conduit. Leave an additional pull cable when work is completed.
  - g) Run 2 HOME RUN Category 6 cables from Facility Maintenance shop to Residence 1 (CMR) mechanical room using the existing conduit. Leave an additional pull cable when work is completed.
- 4) The contractor shall provide the following materials required to perform and complete the work:
- a) 1 x Wall mount 19" lockable 12 U cabinet for the 3<sup>rd</sup> Floor demark
  - b) 1 x 12 Port Fiber Patch panel for the 3<sup>rd</sup> Floor Demark
  - c) 1 x Wall mount 19" lockable 12 U cabinet for the Cmr 3 car garage on the 2<sup>nd</sup> Floor demark
  - d) 1 x 12 Port Fiber Patch panel for the CMR 3 car garage on the 2<sup>nd</sup> Floor Demark
  - e) 1 x Panduit Wall Patch Panel Bracket for Category 6 ( Part # WBH2 Hinged wall bracket 2 U) for the 3<sup>rd</sup> Floor demark
  - f) 1 x 48 Port Patch Panel category 6 ( Part # CPP48WBLY Mod Com 48 Port) for the 3<sup>rd</sup> floor Demark
  - g) 1 x Panduit Wall Patch Panel Bracket category 6 ( Part # WBH2 Hinged wall bracket 2 U) for the Basement Demark
  - h) 1 x 48 Port Patch Panel category 6 ( Part # CPP48WBLY Mod Com 48 Port
  - i) 1 x 12 Port Fiber Patch panel for the basement Demark.
  - j) 1 x 12 port Fiber Wall Mount fiber adapter lockable panel for the Guard # 1
  - k) 1 x Wall mount 19" lockable 12 U cabinet in Facilities Maintenance

- l) 1x 12 Port Fiber Patch Panel in the Facilities Maintenance
  - m) 88 – Panduit Mini-Com RJ 45 part number ( CJ 688TWH )
  - n) All wall drops and face plates
    - o If Cable Surface mounts Panduit Mini- Com 2 port Surface mounts (Panduit part # CBX- J2WH- A
    - o Cable wall drop; Panduit Mini-Com 2 Port Position ( part # CFG2WH)
  - o) 25 x Panduit Mini- Com 2 port Surface mount (Panduit part # CBX-J2WH- A) only need if category 6 cables are surface mount
  - p) 25 x Panduit Mini-Com 2 Port Position (part # CFG2WH) If category 6 cable is inside wall
  - q) 10 x Fiber Optic Patch cord SC to LC
  - r) 10 x Fiber Optic Patch Cord SC to LC
  - s) All conduit for external Fiber Run
- 5) The contractor shall notify the COR on any additional materials identified during the installation works. The COR may request the contractor to submit list of materials and prices which shall be reviewed and approved by the COR prior to implementation.

**B. Work Requirements for Residence 2 (DCR) – Located at 46 Rockcliffe Road, Rockcliffe Park, Ottawa**

- 1) The contractor shall perform the required services described below.
  - a) Work shall be performed at the following areas:
    - Basement
    - First floor
    - Second floor
    - Third floor
    - Carriage house
  - b) There are 6 HOME RUN Category 6 cables from various locations on the 1st floor residence which shall be terminated in the in the basement of the residence.
  - c) There are 8 HOME RUN Category 6 cables from various locations on the 2nd floor residence which shall be terminated in the basement of the residence.
  - d) There are 4 HOME RUN Category 6 cables from various locations on the 3rd floor residence which shall be terminated in the in the basement of the residence.
  - e) There are 2 HOME RUN Category 6 cables from various locations in the basement which shall be terminated in the basement of the residence.
  - f) There are 2 HOME RUN Category 6 cables from various locations in the DCR garage which shall be terminated in the basement of the residence.
  - g) There are 2 HOME RUN Category 6 cables from various locations in the kitchen which shall be terminated in the basement of the residence.

h) There are 2 Home Run Category 6 cable from Rock Cliff Guard gate which shall be terminated in the basement of the DCR residence.

2) Fiber run and Cat 6 cable on the Residence 2 (DCR) Compound

Dig and install new conduit from the Residence 2 (DCR) to the Residence 1 (CMR) where the mechanical room is located. The Embassy shall provide SITE drawing of the Residence Compound.

3) The contractor shall provide the following materials required to perform and complete the work:

- a) 1 x Wall mount 19" lockable 12 U cabinet in basement
- b) 1 x 12 Port Fiber Patch Panel
- c) 1 x 48 Port CAT 6 Patch Panel
- d) 42 – Panduit Mini-Com RJ 45 part number (CJ 688TWH)
- e) All wall drops and face plates
  - o 12 ---If Cable Surface mounts Panduit Mini- Com 2 port Surface mount (Panduit part # CBX- J 2WH- A
  - o 12 ---Cable wall drop Panduit Mini-Com 2 Port Position (part # CFG2WH)
- f) All conduits for external Fiber Run.

4) The contractor shall notify the COR on any additional materials identified during the installation works. The COR may request the contractor to submit list of materials and prices which shall be reviewed and approved by the COR prior to implementation.

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 under this contract 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

Definitions:

(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, accompanied by the 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, on 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 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.

#### 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 work 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 Termination clause.

##### (3) Contractor's Submission of 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 employed by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the jobsite.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its

deliverables. Each deliverable shall be identified 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, nor (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 completion of the project after the completion date, the Contractor shall notify the Contracting Officer of 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 notice not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

(5) Notice to Proceed

(a) Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section G of this order, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder, 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 prior to receipt and acceptance of any bonds or evidence of insurance required hereunder. 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 weekdays, Monday through Friday, between the hours of 8:00 A.M. and 4:00 P.M., except Canadian and American holidays. Other hours, if requested by the Contractor, may be approved by the COR. The Contractor shall give 24 hours notification in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

(7) Pre-construction Conference

A preconstruction conference will be held 10 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:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Section D, Request for Substantial Completion	1	5 days before inspection	COR
Section D, Request for Final Acceptance	1	completion of punch list	COR
Section E, Construction Schedule	1	within 10 days after award	COR
Section F, Payment Request		last calendar day of each month	COR
Section G, Bonds & Insurance	1	10 days after award	CO
Section G, Completed Security Forms	1	10 days after award	COR

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 **Acting Information Management Officer (A/IMO)**.

(2) Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

Following 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, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons

therefore.

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 Value Added Tax (VAT) 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 paragraph above within ten (10) calendar days of award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. Should the contract be 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 and the correction of any defects after completion as required by this contract, 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, at which time 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 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.

The Contractor shall provide evidence of the insurance required under this purchase order within ten (10) calendar days after award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

(3) Document Descriptions

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

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

- a current marked set of drawings indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
  - a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.
- (3) "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
- complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
  - record shop drawings and other submittals, in the number and form as required by the specifications.

(4) Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among 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.

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

(5) 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 amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

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

all relevant information, to the Contracting Officer.

After receipt of the Notice of Award, the Contractor has ten (10) calendar days to submit to the Contracting Officer the following requirements for the Government to conduct all necessary security

checks: (1) list of workers and supervisors assigned to this project, and (2) completed Authority for Release Information of each personnel. The Contractor shall use the form provided under Section I, Attachment 5.

Failure to provide any of the above information may be considered grounds for rejections 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 manager assigned by the contractor to superintend the work on-site, as required by Section H, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English. This individual shall also be considered a key personnel under the terms of this purchase order.

(6) Materials and Equipment

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

(7) Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

(8) Basis of Contract Price

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

(9) Substitutions

(a) Prior approval required. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time

of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must be accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is

not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) Final approval on delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

(10) "Or-Equal Clause"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

(11) 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", insofar as they do not conflict with the provisions of such special warranties.

The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and 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 requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

(12) 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 a limit of 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 in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

(13) DOSAR 652.235-70 Accident Prevention (AUG 1999)

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) 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) The Contractor shall **not** perform any drilling into building materials inside of the residence without approval from the COR or designate. Any drilling into asbestos containing materials is the responsibility of the US Government. Any required drilling into non-asbestos containing material shall be the responsibility of the contractor.

(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 or loss 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 the work, the Contractor shall—

- (1) Submit a written proposal for implementing this clause; 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 at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction 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 issued under this clause.

(14) Safety Manager

- (a) The contractor shall designate a Safety Manager for this contract. The safety manager shall be responsible for coordination of safety procedures, and monitoring of those aspects of the work that pose the greatest safety risks.
  
- (b) If, during the performance of this contract, the contractor encounters hazardous materials (including asbestos-containing materials, etc), the contractor shall immediately report the situation to the COR.
  
- (c) Job Hazard Analysis (JHA) – For work that is potentially hazardous in nature, the safety manager will prepare a JHA and present to COR for acceptance. The JHA shall be a comprehensive evaluation of the work activity broken down into basic job steps, hazards identified for each step and contain hazard controls for each hazard identified. The Contractor shall keep all JHAs in a bound notebook in an easily accessible location for the length of the project. JHA’s shall be updated as required as the Work progresses and throughout the project and as conditions change. JHA’s must be reviewed with applicable employees prior to start of work and at each occurrence when updates are made and this training shall be documented.

(15) Public notification

The Contractor agrees not to use the work under this purchase order to promote or advertise its’ business, without the written approval of the Contracting Officer.

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 **Error! Reference source not found.** to see the links to the FAR. You may also use an internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

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) (FEB 2012)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JULY 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Contractor Policy 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 (FEB 2006)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.227-3	Patent Indemnities (APR 1984)
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 (FEB 1990)
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)
52.232-17	Interest (OCT 2010)
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)
52.232-32	Performance-Based Payments (Apr 2012)
52.232-33	Mandatory Information for Electronic Funds Transfer (AUG 1996)
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 Alternate II (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-9	Use & Charges (APR 2012)
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)
52.249-10	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> .  
(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

652.243-70 NOTICES (AUG 1999)

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

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

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

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO. OF PAGES</u>
Attachment 1	Sample Letter of Bank Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings	1
Attachment 4	Government Furnished Equipment	1
Attachment 5	DS-7673, Canada Authority for Release of Information	1
Attachment 6	List of Holidays	1

**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:

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

**ATTACHMENT 2**

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

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

---

1 General Requirements  
2. Site Work

---

3. Concrete  
4. Masonry

---

5. Metals  
6. Wood and Plastic

---

7. Thermal and Moisture  
8. Doors and Windows

---

9. Finishes  
10. Specialties

---

11. Equipment  
12. Furnishings

---

13. Special Construction  
14. Conveying Systems

---

15. Mechanical  
16. Electrical

---

TOTAL: CAD\$

Allowance Items:

PROPOSAL PRICE TOTAL: CAD\$

---

Alternates (list separately do not total)

---

***Offeror:***

***Date***

## **ATTACHMENT 3**

### **Drawings**

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

## **ATTACHMENT 4**

### **Government Furnished Equipment**

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

- 12 Strands Fiber Optic cable

**ATTACHMENT 5**

DS-7673, Canada Authority for Release of Information

## ATTACHMENT 6

### List of Holidays

The Department of State observes the following days as holidays:

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

**J. QUOTATION INFORMATION**

**A. QUALIFICATIONS OF OFFERORS**

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

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

**B. SUBMISSION OF QUOTATIONS**

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

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 1442, including a completed Attachment 2 - "BREAKDOWN OF PROPOSAL PRICE BY 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	4

Submit the complete quotation to the address indicated on Standard Form 1442, if mailed,

or the address set forth below, if hand delivered.

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

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.

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

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

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

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's proposed project manager or field superintendent and safety manager for this project; and
- (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. Along with the list of suppliers provide the product data sheets for cabling to be used for this project.
- (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 contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type, if any or any related information.
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar

value;

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

(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) An site visit has been schedule on **September 12, 2012 at 12:00 Noon.**

(c) Participants will meet at **500 Lisgar Road, Rockcliffe Park, Ottawa.** Prospective offerors should contact **Don Papineau at 613-688-5372 on or before noon on September 11, 2012** for additional information or to arrange entry to the building or residence.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$25,000 and \$100,000.

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

Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

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

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

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

(a) Definitions

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

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

(e) Type of Organization.

- Sole Proprietorship;
- Partnership;
- Corporate Entity (not tax exempt);
- Corporate Entity (tax emempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_

(f) Common Parent.

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

[ ] Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

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

The offeror should be prepared to provide the following information:

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

**L.3 52.204-8 Annual Representations and Certifications. (May 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237130.

(2) The small business size standard is \$33.5 Million.

(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 (d) 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 (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

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

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

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

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

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.

The North American Industry Classification System (NAICS) code for this acquisition is 561730, The small business size standard is 7 million dollars.

(End of provision)

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

L.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:

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

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

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

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

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

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN— CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—  
“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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

(End of provision)

L.8. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

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

(b) *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 at [26 U.S.C. 7874](#).

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

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

(End of provision)

L.9. 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](mailto: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.

(End of provision)