

U.S. Consulate General Toronto  
Date: April 16, 2013

To: Prospective Quoters

Subject: Request for Quotations number SCA70013-Q-0002 Gardening and Landscaping.

Dear Prospective Quoter:

Enclosed is a Request for Quotations (RFQ) for Gardening and Landscaping. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

Quotations must be submitted in a sealed envelope marked "**Quotation Enclosed**" on or before **4:00 P.M. Eastern Standard Time on Friday, May 16, 2013**. No proposal will be accepted after this time.

Quotations can be submitted in person or via courier to:

U.S. Consulate General Toronto  
360 University Avenue  
Toronto, Ontario M5G 1S4  
Attn: Contracting Officer

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order 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 David Kay (416) 595-1700 x221 or Wayne Johnston at 416-595-1700 X 253 during regular business hours from 8:00 A.M. till 4:00 P.M. EST.

The U.S. Government appreciates your interest in this business opportunity.

Sincerely,

Enclosure  
As Stated.

J. David Kay  
Contracting Officer

<b>1 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE of PAGES <b>1 of 38</b>	
2. CONTRACT NO. <b>SCA70013C0002</b>		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SCA70013Q0002</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>J. David Kay/ Wayne Johnston</b>			b. TELEPHONE NUMBER(No collect calls) <b>(416) 595-1700, x221, x253</b>		8. OFFER DUE DATE <b>May 3, 2013</b>
9. ISSUED BY <b>U.S. Consulate General General Services Office 360 University Avenue Toronto, ON, M5G 1S4</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO <b>U.S. Consulate General Toronto</b>				16. ADMINISTERED BY <b>J. David Kay</b>			
17a. CONTRACTOR/OFFERER		18a. PAYMENT WILL BE MADE BY <b>FMC Ottawa</b>		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. SCA70013Q0002 OFFER DATED <u>May 17 2013</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>J. David Kay</b>		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

Computer Generated

**STANDARD FORM 1449** (REV. 02/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>Wayne Johnston Maintenance Foreman</b>		
<b>U.S. Consulate General 360 University Avenue Toronto, ON, M5G 1S4</b>		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>(416) 595-1700 x 253</b> 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>Johnstonww@state.gov</b>			
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY ( <i>Print</i> ) 42b. RECEIVED AT ( <i>Location</i> ) 42c. DATE REC'D ( <i>YY/MM/DD</i> )    42d. TOTAL CONTAINERS		

STANDARD FORM 1449 (REV. 2/2012) BACK

## TABLE OF CONTENTS

### Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number SCA700-13-Q-0002, Prices, Block 23
- Continuation To SF-1449, RFQ Number SCA700-13-Q-0002, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property

### Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

### Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

### Section 5 - Representations and Certifications

- Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not prescribed in Part 12.

**SECTION 1 - THE SCHEDULE**  
**CONTINUATION TO SF-1449, RFQ NUMBER SCA700-13-Q-0002**  
**PRICES BLOCK 23**

1. **SCOPE OF CONTRACT**

The contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the U.S. Consulate General, Toronto, Canada. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

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

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with one year plus two option years to renew. The initial period of performance includes any transition period authorized under the contract.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The Contracting Officer's Representative (COR) shall order these services on an as needed basis. This work shall be performed by Contractor-trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with a 24 hour advance notice.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

For the Consul General's Residence located at 152 Warren Road, the contractor must plan for a \$4,000 annual allowance spread between a mixture of flowers and perennials that will tie to a master plan over time, a copy of which will be available upon request. Final decisions in what will be planted rests with the Consul General after consultation with the contractor.

## 2.0 **PRICING**

2.1. BASE PERIOD due May 15, 2013 until May 14, 2014.

The firm fixed price for the first year of the contract is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter \_\_\_\_\_

Estimated Number of Square Meters for Base Year 100.

Total Temporary Additional Services Not to Exceed for Base Year \_\_\_\_\_

TOTAL \_\_\_\_\_

## 2.2. FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter \_\_\_\_\_

Estimated Number of Square Meters for First Option Year 100.

Total Temporary Additional Services Not to Exceed for First Option Year \_\_\_\_\_

TOTAL \_\_\_\_\_

## 2.3 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter \_\_\_\_\_

Estimated Number of Square Meters for Second Option Year 100.

Total Temporary Additional Services Not to Exceed for Second Option Year \_\_\_\_\_

TOTAL \_\_\_\_\_

2.6 GRAND TOTAL

BASE YEAR: \_\_\_\_\_  
FIRST OPTION YEAR: \_\_\_\_\_  
SECOND OPTION YEAR: \_\_\_\_\_  
GRAND TOTAL: \_\_\_\_\_

**CONTINUATION TO SF-1449  
RFQ NUMBER SCA70013-Q-0002  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**

1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain gardening services for real property owned or managed by the U.S. Government at the U.S. Consulate General Toronto, Canada. Specifically: The Consulate Office Building and Compound at 360 University Avenue and the Principal Officer's Residence at 152 Warren Road. The Contractor shall perform gardening services in all designated spaces.

1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in **Section 1** above. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skills to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.2. SCHEDULES. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of **7:00 AM and 5:00 PM** Monday through Friday. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.3. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

1.3.4 TECHNICAL GUIDANCE. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

1.3.5. GROUNDS MAINTENANCE PLAN. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

## 1.4 LAWN CARE

**1.4.1. General Requirements:** The Contractor shall provide gardening labor, material and equipment to handle the work as described in this Statement of Work.

The pricing will include a thorough Fall/Winter cleanup to be performed no later than two weeks after seasonal flowers wilt.

### 1.4.2. Standards of Conduct:

**General:** The Contractor shall maintain satisfactory standards of employee competency conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for

failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the U.S. Government.

**Uniforms and Equipment:** The Contractor's employees shall wear clean, neat and complete uniforms when on site.

**Neglect of Duties:** Shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of work site security.

**Disorderly conduct:** Use of abusive or offensive language, quarreling, intimidation by words, actions, bullying or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal operations at the site.

**Intoxicants and Narcotics:** The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, alcohol or substances which produce similar effects.

**Criminal Actions:** Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following actions: falsification or unlawful concealment, removal, mutilation or unauthorized use of Government property; theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; or the possession or use of weapons.

**1.4.3. Personal Health Requirements:** All employees must be in good general health without physical defects or abnormalities, which would interfere with the safe performance of their duties. They shall be free from communal disease.

**INSURANCE REQUIREMENTS:** The Contractor shall have in force for the full contract period sufficient insurance to cover possible health risks linked with this contract.

During work under this contract, the Contractor shall be held responsible for any damage to Government property committed by its employees. For any such damage the Contractor shall pay the costs of repairs, or replace the item, as may be requested by the Government.

**INDEMNIFICATION: (DOSAR 652.228-70 [July. 1988]):** The Contractor expressly agrees to indemnify and save the Government, its officers, agents, servants and employees harmless from and against any claim, loss, damage, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its offices, agents, servants, or employees shall not be bar to claim for indemnification unless the act or omission of the Government, its officers, agents, servants or employees is the sole, competent, and producing cause of such claim, loss, damage, injury or liability.

**SECURITY:** The Government reserves the right to deny access to U.S. owned and U.S. operated facilities to any individual. Upon

approval of their utilization, the Government, at its discretion, may issue identity cards to Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property. These identity cards are the property of the Government and the Contractor is responsible for their return upon termination of the contract, when an employee leaves contractor service, or at the request of the Government.

**EXCLUSIONS:** Repairs or replacements or losses or damage due to vandalism, theft, storm and vehicle or any other factor beyond the contractor's control. Any pre-existent conditions that are detrimental to plant growth are not the responsibility of the contractor and correction of this condition is an extra. The Contractor must bring this pre-existing condition to the attention of the CO prior to the start of the contract.

#### **1.4.4 LAWN CARE WORK DESCRIPTION:**

**LAWN:** The Contractor shall maintain the height of the grass between **3** and **5** centimeters, and grass cutting shall be performed as often as necessary to ensure a presentable condition. Frequency of grass cutting shall not be less than once per week. Grass clippings shall be removed immediately after mowing. The Contractor shall supply all equipment and fuels for the grass-cutting requirement.

Springtime,

- all damage to the landscape and lawn areas during the winter will be repaired by either top dressing and seeding or re-sodding the affected areas.
- rolling and raking all lawn areas.

Fall time,

- leaf raking and removal
- fertilizing of lawn areas
- aeration and winterizing over seeding will be performed on all grassed areas.

**EDGING:** The Contractor shall edge all sidewalks, driveways, shrub borders, flowerbeds and curbs each time the adjacent grass is cut. Edging should not be more than ½" from sidewalks, driveways and curbs.

**TRIMMING:** The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

**WEEDING:** Weeding of grounds and gardens shall be carried out by hand on a continuous basis so as to prevent the growth of weeds into the lawn and landscapes including the shrub borders, flowerbeds and rear patio stone area.

**No weed killing chemicals shall be applied to any area of the site without prior written permission from the Consulate General's Contracting Officer (COR) or the Contracting Officer's Technical Representative (COTR). Prior to any approvals, the Contractor must submit a list of chemicals to be used and for what reason.**

**PRUNING:** The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees so as to direct and encourage plant growth in directions desired, to remove dead and unsightly growth, and to maintain a neat and attractive appearance. The method, frequencies, and dates of pruning shall be presented in a written schedule as part of the Contractor's Ground Maintenance Plan.

**REMOVAL OF DEBRIS:** Foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper and trash are to be removed from the maintained areas, including walkways, stairways and curbs within or adjacent to the area. All debris resulting from the Contractor's operations are to be removed from the work site daily. Debris removal is to be performed to prevent unsightly or inordinate accumulation. Collected debris is to be promptly removed to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and proper disposal of debris.

**WATERING:** Lawns, flowers, shrubs, and trees are to be watered to provide adequate moisture penetration to a depth of 5 centimeters. If natural precipitation has occurred in amount sufficient to fulfill this requirement, the Contractor may request the COR'S permission to suspend watering to avoid detrimental saturation of the soil. Watering shall be done taking into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements. The Contractor shall provide all hoses, portable sprinklers and other similar irrigation equipment. The supply of water shall be furnished by the Consulate General's Residence. **NOTE: The property has an in-ground irrigation system.**

**FERTILIZER:** Fertilizing and liming (if required) shall be performed in a manner that promotes health, growth, color, and appearance of cultivated vegetation. In accordance with proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year. **Prior to all applications, the Contractor has to provide a written list of chemicals to be used and for what reasons.**

The method of application, fertilizer types, frequencies, and dates of fertilizing and liming shall be presented in a written schedule as part of the Contractor's Ground Maintenance Plan. Lawn areas shall be fertilized as set out in the Contractor's Ground Maintenance Plan.

Trees, shrubs, bushes, hedges, flowerbeds and other plant growth shall be fertilized as set out in the Contractor's Ground Maintenance Plan. This should be performed at least once per year.

The Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose due to negligence on the part of the contractor or its employees, at no additional cost to the U.S. Consulate General.

**PEST AND DISEASE CONTROL:** The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees, fruit trees and other planted areas in a healthy and vigorous condition. **All pesticides shall be approved by the COR prior to application.** The Contractor shall present a plan for pest and disease control as part of its Ground Maintenance Plan.

### **Flowerbeds:**

The contractor will provide, as a **separate cost line item**, the following flowerbeds planting scheme.

#### Springtime.

152 Warren Rd.

- top dress all, (includes: the (3) front beds (one on the northeast side of veranda, one on the southeast side of veranda and one around tree in center of the front lawn),  
the four planters located on the on the front veranda, to include proper planter soil to fill the planters,  
the rear beds (either side of back door and around the perimeter of the yard);  
and the side beds (either side of the lawn and patio stones to the south of the residence) flowerbeds with a combination quality mix of topsoil and compost.
- flowers in perennials as per agreement each year with Consul General.
- within a total allowable plants budget of \$4,000.00.

360 University Av

- top dress all (includes: the (6) front beds (one (1) against the front of the building, five (5) along the University Avenue roadside) flowerbeds with a combination quality mix of topsoil and compost.

- after the tulips fade, plant annual-type flowers, allowing for 28 flats in total for the roadside beds and 25 individual Geranium plants for the flower bed against the front of the building. Planting directed by the COR.
- within a total allowable budget for plants of \$2,700.00.

#### Fall time,

##### 152 Warren Rd.

- Removal of Annuals: The contractor will remove the annual plantings no earlier than October 1.
- Perennial garden: The contractor will cut back perennial plants and prepare them for winter as per Canadian Horticultural Council Trade and Industry Standards.
- Plantings as previously described within a \$4,000.00 annual budget.
- Leaf Removal: the contractor is responsible for all leaf removal needs from 1 Sep to 1 Dec.

##### 360 University Av.

- Removal of Annuals: The contractor will remove the annual plantings no earlier than October 1.
- Planting bulbs: The contractor will plant quality Tulip bulbs or other flowers of varying colors. The plants will be placed as per Canadian Horticultural Council Trade and Industry Standards.
- Bulb beds: When used the Tulips bulbs will be planted throughout the five flowerbeds in such a way to ensure a healthy display of spring flowers.

Contractor is reminded to bid on this service to allow sufficient time to do the job properly on the pre-scheduled day at the pre-determined time. All employees to be assigned to this site would have to submit personal information for security clearances. Substitutes who have not obtained clearance from this office will have to obtain clearance before they will be allowed to fill in.

## Additional Services

The COR may orally request additional services due to weather conditions or other special circumstances.

The COR shall confirm each oral request for additional services in writing within forty-eight (48) hours of this oral request.

## 2. WORKING HOURS

All work shall be performed during 7:00 AM and 5:00 PM except for the holidays identified in the Addendum in Section 2. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24 hour in advance notice to the COR who will consider any deviation from the hours identified above.

## 3.0 DELIVERABLES

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY DATE</u>	<u>DELIVER TO</u>
Insurance	1	10 days after award	COR
Grounds Maintenance Plan	1	10 days after award	COR
List of Personnel	1	10 days after award	COR
Transition Plan	1	5 days after award	COR
Payment Request	1	monthly	COR

**All deliverables and billing information must be submitted to the U.S. Consulate General's Facilities Maintenance Office.**

**Address: Facilities Maintenance Office  
Attn: Mr. Wayne Johnston (COR)  
U.S. Consulate General  
360 University Avenue  
Toronto, Ontario, M5G 1S4  
TELEPHONE 416-595-1700 Ext. 253**

#### 4. PERSONNEL REQUIREMENTS

4.1 GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.2 KEY CONTROL. The Contractor shall receive, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

#### 4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

#### 4.4. PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 2-3 weeks to perform. For each individual the list shall include:

- Full Name
- Telephone No.
- Place and Date of Birth
- Current Address
- Identification number
- Canadian citizenship or evidence of legal residence in Canada.

As laid out in the Authority for Release of information Form.

4.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

## 5. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers to perform the work identified in Attachment A.

## 6. INSURANCE

6.1 AMOUNT OF INSURANCE. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain insurance as legally required during the entire performance period insurance.

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

### 1. Bodily Injury stated in US Dollars:

Per Occurrence - Minimum required under Ontario law  
Cumulative - Minimum required under Ontario law

### 2. Property Damage stated in US Dollars:

Per Occurrence - Minimum required under Ontario law  
Cumulative - Minimum required under Ontario law

6.3 The 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.

6.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

6.5 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,
- 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, except in the instance of gross negligence on the part of the Government.

6.6 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.

6.7 Government as Additional Insured. 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.

6.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

## 7. LAWS AND REGULATIONS

7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, 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.

7.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

## 8.0. TRANSITION PLAN

Within 5 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for gardening services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

9. (a) QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<b><u>Services.</u></b> Performs all gardening services set forth in the performance work statement (PWS)	1 thru 8.	All required services are performed and no more than one (1) customer complaint is received per month

(b) SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

(c) STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(d) PROCEDURES.

(1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(2) The COR will complete appropriate documentation to record the complaint.

(3) The COR determines if the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(7) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions - Commercial Items (OCT 2003), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4 - None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (OCT 2004)

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

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Claim (OCT 2004)(Public L. 108-77, 108-78).

	1.1 <u>Clause Number and Title</u>
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) – (14) [Reserved].
✓	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(21) – (23) [Reserved].
	(24) 52.225-5, Trade Agreements (JUL 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
✓	(25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]</i>
	(26) – (29) [Reserved].
✓	(30) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
	(31) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	(32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
	(ii) Alternate I (APR 1984) of 52.247-64.

(c) [Reserved]

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

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

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

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

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]*  
Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) [Reserved].

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)\*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)\*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one dollar, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of ten thousand dollars;

(2) Any order for a combination of items in excess of ten thousand dollars or

(3) A series of orders from the same ordering office within thirty days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after April 30, 2013.

\*Applies to temporary additional services.

#### 52.217-8 OPTION TO EXTEND SERVICES

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

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one base and two option years.

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

Funds are not presently available for performance under this contract beyond September 30, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2013 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

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

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

(c) Invoice Submission. The contractor shall submit invoices in an original and two copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(d)  
The contractor must submit invoices in a timely monthly manner.

The contractor shall show General Sales Tax (GST) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE:

(a) The United States Embassy in Canada observes the following days as holidays in 2013 (except where noted):

Tuesday, January 01	New Year's Day	US/CAN
Wednesday, January 02	Day After New Year's Day (Montreal and Quebec City only, observed)	CAN
Monday, January 21	Martin Luther King, Jr.'s Birthday Observed	US
Monday, February 11	Family Day (BC)	CAN
Monday, February 18	Presidents' Day (Family Day in AB , ON, & SK)	US/CAN
Friday, March 29	Good Friday	CAN
Monday, April 1	Easter Monday	CAN
Monday, May 20	Victoria Day	CAN
Monday, May 27	Memorial Day	US
Monday, June 24	Quebec National Day (Montreal/Quebec City only, observed)	CAN
Monday, July 1	Canada Day	CAN
Thursday, July 4	Independence Day	US
Monday, August 5	Civic Holiday (Ontario, British Columbia, Manitoba, Natal Day in Nova Scotia, Heritage Day in Calgary)	CAN
Monday, September 2	Labor Day	US/CAN
Monday, October 14	Columbus Day, Canadian Thanksgiving Day	US/CAN
Monday, November 11	Veterans' Day/Remembrance Day	US/CAN
Thursday, November 28	Thanksgiving Day	US
Wednesday, December 25	Christmas Day	US/CAN
Thursday, December 26	Boxing Day	CAN

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

**THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:**

<b><u>CLAUSE</u></b>	<b><u>TITLE AND DATE</u></b>
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

- i. Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- ii. Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the

performance of contractual services within that country, as may be defined by such regulations.

AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

### SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JAN 2004) is incorporated by reference. (See SF-1449, block 27a).

#### ADDENDUM TO 52.212-1

- A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
  - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - (3) List of clients, demonstrating prior experience with relevant past performance information and references;
  - (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
  - (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- A.3. If required by the solicitation, provide either:
- (a) a copy of the Certificate of Insurance, or
  - (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

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

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The site visit will be held on **April 26, 2013** at **9:00 am** at **152 Warren Road**. Prospective offerors/quoters should contact **Wayne Johnston at 416-595-1700 X 253 before April 24, 2013** for additional information or to arrange entry to the building.

### THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the

communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

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

## SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) PRICE EVALUATION. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

### FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using

the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2004)

(a) [Reserved]

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

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

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

(3) Taxpayer Identification Number (TIN).

- 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 United States;
  - Offeror is an agency or instrumentality of a foreign Government;
  - Offeror is an agency or instrumentality of the

Federal Government;

(4) Type of Organization.

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

(5) Common Parent.

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

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) – (g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin

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

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

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