

Questions and Answers
RFQ No. SCA52512Q0007
U.S. Embassy Centre Tower Lighting System

- 1) Q: Refer to Item G. Special Requirements (1) Performance/Payment Protection which states: “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”. Please confirm that a 50% performance bond using a CCDC Bond Form is acceptable to satisfy this criteria.

A: CCDC Bond form can be considered a performance bond as long as it meets the requirements of Section G. For this solicitation, performance bond is not required in the proposal submission. Documents to be included in your proposal package are listed under Section J.B. Upon contract award, performance bond and other deliverables will be requested from the winning contractor only through notice of award. Submission due date will be indicated in the notice for the contractor to have sufficient time to obtain the required documents. Refer to Sections G, paragraph 2 and E(8).

- 2) Q: Refer to 52.225-10 Notice of Buy American Act – Construction
Do all materials used to install the new exterior lighting need to satisfy the aforementioned clause/Act? Materials include but not limited to galvanized steel, wiring, conduit, roofing materials. Please confirm local materials are acceptable.

A: Contract clause FAR 52.225-10 provides definitions for commercially available off-the-shelf item, construction material, domestic construction material and foreign construction material. As such, local materials are acceptable. If the contractor determines to use foreign construction materials for this project, procedures provided under this contract clause shall apply.

- 3) Q: Refer to Item 3.10: “The USG has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the USG.” Is the contract simply terminated or are cancellation charges, restocking charges, loss of profit, etc. imposed on the GC? Please clarify.

A: FAR clause 52.249-2 under Section H, Clauses supplements item 3.10. This clause provides Termination for Convenience as a unilateral right of the Government to end a contract when it is in the best interest of the Government and the contractor is entitled to fair compensation for work performed. However, the Government may not pay profits for work not performed.

- 4) Q: Refer to Section 5.3 under Pre-Construction Requirements requires a one year warranty letter to be submitted whereas section 10.3 under Payments, requires a two year warranty letter to be submitted. Please clarify if you require a 1 year warranty or 2 year warranty?

A: The U.S. Embassy will require one year warranty only. Attached is the Standard One Year Warranty certification. Changes to Section 10.3 shall be made through solicitation amendment.

- 5) Q: Refer to L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
PCL Constructors Canada Inc. does not have a TIN, please confirm that this section is not applicable under this contract. We have a valid Canadian Goods & Services Tax (GST) number.

A: The U.S. Embassy is required to include Section L in all construction solicitations. Please address questions as applicable to Canadian companies or indicate N/A if not applicable.

- 6) Q: Refer to L.3 52.204-8 Annual Representations and Certifications (Jan 2006)
“Item (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.” Please clarify if this clause is included in this solicitation as well as if it is applicable under this contract.

A: The U.S. Embassy is required to include Section L in all construction solicitations. Please address questions as applicable to Canadian companies or indicate N/A if not applicable.

Cleared by:

/signed

Michael St Clair

Contracting Officer

U.S. Embassy Canada

Standard One Year Warranty

Scope of Work/System Description:

Specification Sections Related to Scope of Work/Systems:

_____, Hereinafter referred to as the Contractor, agrees to the following:
(Contractor Company Name)

Hereinafter, The United States Government will be referred to as the Owner.

The Contractor shall be responsible for the proper performance of the Work only to the extent that the design and specifications permit such performance.

Subject to the above, the Contractor agrees to correct promptly at his own expense, defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of Substantial Performance of Work, or within such longer period of time as may be specified for certain Products or Work, except that the warranty period for any Work identified by the Owner as not having been substantially completed at the date of Substantial Performance of Work will commence on the date all work is actually completed to acceptance of Owner. In making the repairs or correcting the deficiencies, the contractor shall coordinate such activities as to cause minimum disruption to the activities of the Owner. In addition to the obligation to repair and correct defects and deficiencies as aforesaid, the contractor shall be responsible for all direct costs incurred by the Owner related to or arising from the correction of repair activity undertaken by the Contractor. The provisions of any special warranties set forth in the specifications are in addition to and not in substitution of this warranty. Where manufacturers offer, as a general policy, extended warranties on their Products greater than those called for in the specifications the Contractor shall submit certification of such extensions or benefits before the final claim for payment to the same.

The Contractor agrees to pay for damage resulting from corrections made under the requirements of the clause above.

During the warranty period, the Owner shall promptly give the Contractor written notice of observed defects and deficiencies.

The Contractor shall also enforce the warranty obligations of his subcontractors, manufacturers and suppliers.

The Contractor shall correct at its own expense subsequent defects in the corrected Work appearing within a period of one (1) year from the date of acceptance of the corrected Work by the Owner, or within such longer period as specified for certain Products or Work, and the entire warranty period as aforesaid in respect of such corrected Work shall commence again.

Notwithstanding the provisions of the above paragraph, neither test results, nor selection or approval by the Owner or the Consultant of testing entities, nor anything in this Article shall have the effect of limiting or shortening or otherwise affecting in any way whatsoever the duration, effectiveness or content of any guarantee or warranty set forth in any other document or material forming part of the Contract documents.

Date of Acceptance: _____

Authorized By (Print Name): _____

Authorized By (Signature): _____

Company Name: _____

Date: _____