UNITED STATES OF AMERICA
Embassy Pretoria

GSO/Procurement
June 22, 2026

Dear Prospective Quoter:

Subject: Request for Quotations number 19SF5026R0036

Enclosed is a Request for Quotations (RFP) for a Construction project for Government-owned property in Johannesburg, South Africa. If you would like to submit 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 Standard Form 1442 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer 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.

The U.S. Consulate intends to conduct a pre-proposal conference at the site: The pre-proposal conference will be held on Tuesday, July 14, 2026, at 10am. Interested offerors/quoters must send an email to kriekjx@state.gov and baasdenjw@state.gov no later than COB on Wednesday, July 8, 2026, including names of representatives that will attend, ID or Passport numbers so that access to the property can be arranged.

Quotations are due by COB on Wednesday, August 5, 2026. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted electronically to **Pretoria_contracting_office-dl@state.gov** It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

For your proposal to be considered, you must also complete and submit the following:

1. SF-1442
2. Section B, Pricing
3. Attachment 1 - 5
4. Bank letter of Guarantee (sample on attachment 1)

5. Representations and Instructions
6. The Offeror should submit a completed IRS Form W-14, found at www.irs.gov/w14, to ensure compliance with FAR 52.229-11
7. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Zaur, Ian (ZaurIM@state.gov)
06/22/2026 12:37 GMT

Ian M. Zaur

Contracting Officer

Enclosure:19SF5026R0036

OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	19SF5026R0036	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	6/22/2026	1 of 200

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	PR16037242	

7. ISSUED BY CODE 19SF50	8. ADDRESS OFFER TO
U.S. Consulate Johannesburg 1 Sandton Drive Sandhurst, Johannesburg	pretoria_contracting_office-dl@state.gov

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)***
	Ian M. Zaur	+27791111816

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):*
Construction project at U.S. Consulate Johannesburg residence\

A. SF-1442
B. PRICING
C. STATEMENT OF WORK
D. N/A
E. INSPECTION AND ACCEPTANCE
F. DELIVERIES AND PERFORMANCE
G. CONTRACT ADMINISTRATION DATA
H. SPECIAL CONTRACT REQUIREMENTS
I. CLAUSES
J. LIST OF ATTACHMENTS
-Attachment 1 – Sample Bank Letter of guaranty
-Attachment 2 – Breakdown of Proposal Price by Division of specifications
-Attachment 3 – Architectural Drawings
-Attachment 4 – Structural Drawings
-Attachment 5 – Electrical Drawings
-Attachment 6 - Specifications

11. The Contractor shall begin performance within 14 calendar days and complete it within TBD calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable. *(See _____.)*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Offers to perform the work required are due at the place specified in Item 8 by 5pm local time 5 August 2026

B. An offer guarantee ☒ is, ☐ 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 reference.

D. Offers providing less than 1 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (*Must be fully completed by offeror*)

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

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(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 ➔

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*)	20B. SIGNATURE	20C. OFFER DATE

AWARD (*To be completed by Government*)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (*4 copies unless otherwise specified*) ➔	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE	19SF50	27. PAYMENT WILL BE MADE BY SAInvoice@state.gov

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this

☐ 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.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (*Type or print*)		31A. NAME OF CONTRACTING OFFICER (*Type or print*) IAN M. ZAUR	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

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PART 1 – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES
AND PRICES/COSTS

B.1 CONTRACT PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-3, Workers' Compensation and War-Hazard Insurance), and profit.

TOTAL PRICE INCLUDING ALL LABOR, MATERIALS, OVERHEAD AND PROFIT	
VAT	
TOTAL	

B.2 VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.3 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency indicated in SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS
STATEMENT OF WORK

C.1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and install all materials required by this contract. The contract drawings are set forth in Section J as Attachment 3; 4 & 5 and the Specifications/Statement of Work are set forth in Section J as Attachment 6.

C.2 DRAWINGS

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

C.3 ADMINISTRATIVE

C.3.1 Project Overview

The United States Government (USG), Department of State (DOS), Bureau of Overseas Buildings Operations (OBO) requires **Construction Services** for a Newly Acquired Building **Staff Housing - Single Family** in Johannesburg Consulate General - Johannesburg, South Africa. This Statement of Work (SOW) defines the services to be performed by the project development Construction Contractor, hereafter referred to as the Contractor. Refer to section 2.3 for project-specific programs.

C.3.1.1 Project Location and Description

The project is located on **0.2464** hectares (**0.6089** acres) in the **Edenburg Area**. The official project address is **7 Trebyam Avenue, Edenburg, Sandton, Johannesburg, 2128, South Africa**. The site is well **developed**. The structures that can be found on the site include a main residence, attached utility room and staff accommodation, a tool shed, car port and a swimming pool can be found on the site. The site is bounded along its perimeter by Trebyam Avenue to the north and residential properties to the South, East, and West.

C.3.1.2 Project Objective – Construction

The Contractor shall provide complete construction services, contract coordination, and supervision, including but not limited to the management, and construction necessary to meet the requirements of this contract within the established schedules. Construction documents shall be developed in accordance with the RFP Contract Documents and referenced requirements. The Contractor shall execute the project consistent with the OBO mission to provide the most effective facilities for United States diplomacy abroad. Construction shall be completed within the contract award amount, and construction shall be performed within the period of performance.

C.3.1.3 Contract Line-Item Numbers (CLIN)

Tasks and Deliverables not identified with a CLIN designation fall under CLIN 001.

The Contractor shall provide separately priced fee options for:

- ***CLIN 001 – Base Scope***
- ***CLIN 002 – VAT***

C.3.1.4 **Limit of Design and Construction**

Contractor shall work within the USG property line and as required outside the property line to complete the requirements of the contract. Contractor shall be responsible for coordination with local utility permit providers and costs related to connections to local services outside the USG property line. Work on property and outside the property line may include but is not limited to driveway connections, grading, drainage, temporary construction access, erosion control during construction and final stabilization. Repair of disturbed areas outside the USG property line shall meet or exceed the pre-contract condition.

Reference: Attachment J.3.2 Project Specific Drawings

C.3.1.5 **Permits and License**

Contractor is responsible for obtaining permits and associated fees (e.g., zoning, building approvals, utility, construction, and occupancy permits) and licenses required to execute the work.

- Contractor shall provide drawings and other design documents needed to obtain those permits and licenses for which they are responsible, and official translations as required to execute those permit actions.
- Contractor shall submit drawings to the COR for approval prior to releasing drawings to local permitting and licensing agencies for permits.
- Permit drawings shall be labeled by generic terminology (e.g., office, restroom, mechanical space).
- Permit documents, drawings, specifications, and calculations shall be sealed and signed by the architect and engineers of record, or other professionals as required.

C.3.1.6 **Work by Others**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall afford other entities reasonable opportunity for access to the site, introduction and storage of their materials and equipment, and performance of their activities, including USG required compliance inspections. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

Separate contractors working for the Government will accomplish the following work as part of this project:

- ***Inspections: USG compliance inspections***
- ***Other contractors as required by the USG***

C.3.1.7 Reserved

C.3.1.8 Reserved

C.3.1.9 Government Furnished Equipment (GFE)
The Contractor shall coordinate and install government provided equipment identified in the J.2 and J.3 documents as Government-Furnished Contractor-Installed (GFCI).

C.3.2 **Reserved**

C.3.3 **Order of Precedence**
This order of precedence section applies when there is a "true conflict." A "true conflict" exists when two contract provisions contradict one another, such that it is impossible to comply with both provisions. For example, if one provision requires the contractor to meet certain minimum requirements, whereas another provision prohibits the contractor from meeting these requirements, there is a "true conflict." By contrast, if one provision requires a contractor to meet certain minimum requirements, and second provision requires the contractor to exceed these requirements, there is no "true conflict", and the second provision will govern. The order of precedence for Section C and Section J is listed below, ranked from highest to lowest. Where disparities between requirements exist that are not "true conflicts", the Contractor shall seek COR direction. This is a conflict resolution tool; refer to contract Section J for the definitive list of applicable documents that apply to this effort. This order of precedence shall be used to address conflicts within Section C and Section J. OPSR denotes OBO Project Standard Requirements. For order of precedence in other Contract sections, refer to Section H Special Contract Requirements

- ***Section C***
- ***J.3.7 Reserved***
- ***J.3.5 Reserved***
- ***J.2.1 Reserved***
- ***J.3.2 Project-Specific Specifications***
- ***J.3.2 Project-Specific Drawings***
- ***J.3.1 Reserved***
- ***J.2.2 Reserved***
- ***J.2.3 Reserved***
- ***J.2.4 Reserved***
- ***J.3.2 Reserved***
- ***J.2.5 OPSR 5 OBO Deliverable Requirements (ODR)***

C.4 **Requirements**
The Contractor shall execute in accordance with the technical requirements identified and referenced herein.

C.4.1 **Administrative Security Requirements**

This SOW requires that the Contractor perform only unclassified work. The SOW does not require personnel with security clearances. The Contractor shall mark, handle, and store documents with classification and sensitivity in accordance with the Security Classification Guide (SCG) and associated Bulletins as referenced below. The Contractor shall comply with security procedures during construction as described in Section G and other sections of the contract.

C.4.2 **OBO Project Standard Requirements (OPSR) Documents**

The Contractor shall use the 2025 Edition of OPSR 5 (OBO Deliverable Requirements) and applicable bulletins in the execution of this contract. In addition, applicable editions and supplements of the Host Country's local building codes, including zoning requirements and product standards, as of the contract date shall be used for the project. Where a conflict arises between the OPSR and host country requirements, the Contractor shall seek direction or clarification from the COR or CO on which standard shall apply.

- Reference: Attachment J.2 OBO Project Standard Requirements 5 (OPSR) and applicable bulletins

C.4.3 **Project Specific Requirements**

The Contractor shall use the project-specific documents described in B.2.3 and attached in J.3.2 for the execution of the Contract.

- **Reference: Attachment J.3.2 Project-Specific Design Drawings & Specifications.**

C.4.3.1 **Project-Specific Criteria Requirements**

The selective improvement project includes exterior and interior security, and accessibility feature improvements to 7 Trebyam.

This project **does not require** the use of BIM. If models are produced and submitted, they shall comply with file source file requirements identified in the OBO Deliverable Requirements (ODR 1). This project **does not require** Cultural Heritage requirements. Projects with cultural heritage designation shall confirm the preservation/conservation approach of the host nation regulations. In the absence of conservation regulations of heritage sites, the contractor shall use the U.S. Secretary of Interior Standards. The Contractor shall use the Project-Specific Criteria Requirements in the referenced attachment for the execution of the purchase order.

C 4.4 **Project Safety Requirements**

The Contractor shall compliance with US Army Corps of Engineers (ACOE) Safety and Health Requirements Manual (EM 385-1-1) and local labor codes, whichever is more stringent. The contractor shall also comply with DOSAR 652.236-70 – additional safety measures. Available at https://www.acquisition.gov/dosar/652.236-70-additional-safety-measures.

The contractor shall immediately inform the CO or the COR if they have identified asbestos on site. The FAC/PS Asbestos Management program is responsible for the

identification, documentation, management, and remediation of Asbestos-Containing Building Materials (ACBMs) located in Department of State properties worldwide. Post Asbestos Management Plans are developed and provided to every Post via the OBO FAC Apps Environmental database. FAC/PS also provides asbestos inspector training to Post personnel (Facility Managers, Maintenance Supervisors, A/POSHO) which includes training on the use of the FAC Apps Asbestos Management database. The FAC/PS Asbestos program also is responsible for the review of all Department and OBO building renovation plans to determine the potential impact on ACBMs present and designs and supervises remediation of the ACBMs in accordance with U.S. and local host-nation regulations.

Point of contact: Mike Riggs for oversight.

C.5 **Tasks and Deliverables**

The Contractor shall develop deliverables in accordance with J.2.5 ODR 01 General Conventions. The Contractor shall utilize the project-specific three-letter airport code, and two-digit post code for file naming purposes for all design deliverables. The project-specific codes are **Johannesburg, South Africa: JNB-W8.** The general file naming is as follows:

The Contractor shall provide a table of contents of deliverables for each submission that contains the title and file name. Two (2) separate versions of deliverables are required, a source file and a record .pdf deliverable at each submission. The record .pdf version and the source files shall be uploaded to an approved OBO approved digital platform, (i.e., Projnet or Kahua). Digital data software versions change frequently, confer with USG in advance of the submission to confirm compatibility of a particular software application so that the digital files can be opened, read, and process without the need for translation or pre-processing. Create .pdf directly from the authoring software with quality consistent with the source file format and optimize and purge unnecessary metadata to minimize file size. Hard metric expressions shall be used for the preparation of submittals.

OBO owns, reuses, and manages information throughout the entire facility lifecycle, and places significant importance on the accurate creation, management, and stewardship of information associated with the project. Hard copies, digital files, models, and data developed for the project are the property of the USG. All submissions shall contain the following:

WARNING

This document is the property of the U.S. Government.
Further reproduction and distribution are prohibited without the express
written approval of U.S. Department of State, Consulate General Johannesburg,
1 Sandton Drive, Sandhurst, Johannesburg, 2146, South Africa.
ATTN: Contracting Officer

Reference: Attachment J.2.5 ODR 01 General Conventions

C.5.1 **Project Management and Execution Plans**

The Contractor shall develop and maintain project management and execution. The Contractor shall develop final as-constructed as-built documents in accordance with ODR 05 BIM and CAD standards.

Reference: Attachment J.2.5 ODR 05 – BIM and CAD Standards

The Contractor shall develop, update and submit project management and execution plans identified with each milestone design submittal. All project management and execution plans shall be submitted in both PDF format and the source file (e.g., excel).

- **Project Management Plan (PMP).** The Contractor shall establish and maintain a project specific PMP. This plan identifies the Contractor key team members and consultants participating in the project. The Contractor shall provide names, job titles, and contact information for each team member. The Contractor shall develop in coordination with the COR a comprehensive task outline identifying project milestones, meetings, presentations, submissions, and reviews with specific calendar dates in accordance with the Notice to Proceed (NTP) schedule.
- **Quality Management Plan (QMP).** The Contractor shall establish and maintain a project specific QMP to review and coordinate drawings, specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. Deficiencies, ambiguities, conflicts, and inconsistencies shall be rectified prior to the submittal of documents, or they will be rejected by the Contracting Officer. The letter of transmittal shall certify that all documents have been reviewed and coordinated prior to the submittal. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor." This plan establishes procedures for submittal and evaluation quality.
- **Construction Safety Management System (CSMS).** The Contractor shall establish and maintain a project specific Construction Safety Management System that includes but is not limited to a Site-Specific Safety Plan, Construction Safety Program, and Health and Safety Plan. The Contractor shall make use of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1 when establishing and maintaining the Construction Safety Management System. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written Construction Safety Management System. The contractor shall ensure proper waste disposal and site cleanliness, implement erosion control measures during construction and final stabilization, apply dust suppression for earthworks activities, and take necessary precautions to protect neighboring properties and structures.

C.5.2 **Meetings**

The Contractor shall participate in the post-RFP Award project partnering agreement. The USG believes that the performance of this project will be enhanced by the creation and implementation of a formal Partnering Agreement. 30 days after contract award the USG project team led by the CO and COR and the contractor's project team will begin talks to develop and formalize a mutually agreed formal process for developing a collaborative environment for the project so that trust, communication, and cooperation are the norm. The inclusion of the Partnering Process is intended to foster an effective working environment within and between our project teams.

Contractor attendees shall include professionals as required to support the meeting efforts listed below. The contactor shall prepare meeting agendas advance and coordinate with the COR prior to distribution. The Contractor is required to document in writing, meeting notes, as a record of decisions and submit to the Contracting Officer Representative (COR) within seven days of the meeting. Meeting notes shall conclude with the following statement: "*The matters reported in this document are considered by the Contractor to be within the scope of this contract as presently priced, except for items* ***[Note to Contractor: identify items or state "none"]*** *as further described below."*

Kick-Off Meeting. The Contractor shall coordinate a post award kick-off meeting with the Contracting Officer Representative (COR) to introduce the team review of the available project information, the scope of work that relates to this effort, deliverables, project history, risk management, goals, and visioning session for the project.

Coordination Conference Calls. The Contractor shall organize, participate and document in conference calls or virtual meetings with the COR regularly throughout the period of performance. The purpose of these conference calls is to discuss project progress, address design and technical issues, and discuss other project issues requiring immediate resolution. Please refer to the COR for frequency of Coordination Conference calls, Bi-weekly or monthly is recommended.

C.5.3 **Reserved**

C.5.4 **Assessments AND Surveys**

The Contractor shall provide surveys and assessments as required by the execution of the contract. The Contractor shall use the referenced OBO Deliverable Requirements by type of assessment or survey for the execution of the contract.

Reference: Attachment J.2.5 ODR 11 Survey Standards

C.5.5 **Studies, Strategies and Design**

The Contractor shall generate As-Constructed As-Built Documents complying with ODR 5 - BIM and CAD Standards. The Contractor shall use field surveys to ascertain and accurately depict the location of installed structural, architectural, mechanical, electrical, and plumbing/fire protection elements. Confirm and locate the size of mechanical, electrical, telecommunication, TSS, and plumbing/fire protection riser chases. Separate

drawing sets shall be created for each discipline. Drawings shall be submitted in Archival and Source Files formats. The USG shall be the exclusive owner of this documentation.

C.5.6 **Reports and Specifications**

The Contractor shall provide reports and specifications as required by the execution of the contract. The Contractor shall use the referenced OBO Deliverable Requirements for specific by type of report for the execution of the contract.

Reference: Attachment J.2.5 ODR 06 Reports and Specifications Standards

C.5.7 **Submittals**

The Contractor shall provide all required submittals in accordance with the following guidelines to ensure proper review and approval before execution of the work:

- **Submission Timelines:** All submittals, including but not limited to shop drawings, material certifications, and welding documentation, must be submitted to the Contracting Officer's Representative (COR) for review and approval at least 10 working days prior to the commencement of related work.
- **Shop Drawings:** Detailed shop drawings must include dimensions, connections, anchorage details, and any other relevant technical specifications. Drawings must be signed and stamped by a licensed professional where applicable.
- **Material Certifications:** Certifications for all structural steel, concrete, protective coatings, and other materials must be submitted to verify compliance with project specifications.
- **Approval Process:** The Contractor shall not proceed with procurement or installation of materials or execution of work until the COR has provided written approval of the submittals. Any revisions required by the COR must be addressed and resubmitted within 5 working days of receiving comments.
- **Record Submittals:** Upon project completion, the Contractor shall provide "as-built" drawings and final material certifications reflecting the actual construction.

C.6 Reserved

C.7 Attachments

J.1 Reserved

J.2 OBO PROJECT STANDARD REQUIREMENTS (OPSR)

J.2.1 Reserved

J.2.2 Reserved

J.2.3 Reserved
J.2.4 Reserved

J.2.5 OPSR 5 OBO Deliverable Requirements (ODR) 2026 (Unclassified)

- J.2.5 ODR 01 General Conventions
- J.2.5 ODR 05 – BIM and CAD Standards
- J.2.5 ODR 06 Reports and Specifications Standards
- J.2.5 ODR 11 Survey Standards

J.2.6 Reserved

J.2.7 **OPSR 7 OBO Standard Templates (OST) 2026 (Unclassified)**
J.2.7-OPSR7-OST01-PMP**.xlsx**

J.3 OBO PROJECT-SPECIFIC REQUIREMENTS DOCUMENTS

J.3.1 Reserved

J.3.2 Project-Specific Documents (Unclassified)

- J.3.2.1- JNB-W8_ Architectural Drawings -2025-12-11(Unclassified).pdf
- J.3.2.2- JNB-W8_ Structural Drawings -2025-10-23(Unclassified).pdf
- J.3.2.3- JNB-W8_Electrical Drawings-2025-12-11(Unclassified).pdf
- J.3.2.3- JNB-W8_Unpriced BoQ-2025-12-11(Unclassified).pdf

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as follows:

N/A

SECTION E - INSPECTION AND ACCEPTANCE

E.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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-26	REPORTING NONFORMING ITEMS (AUG 2024)

E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

E.2.1 MONTHLY REPORT: The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the

inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

E.2.2. INSPECTION BY GOVERNMENT: The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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

E.3 SUBSTANTIAL COMPLETION

E.3.1 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.

E.3.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION

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

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 DEFINITIONS

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

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

E.4.2 FINAL INSPECTION AND TESTS

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

E.4.3 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:

(a) satisfactory completion of all required tests,

(b) 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

(c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

SECTION F - DELIVERIES OR PERFORMANCE

F.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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.242-14	SUSPENSION OF WORK (APR 1984)

F.2 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract within …… 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 X Weeks after notice to proceed. The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

F.3 LIQUIDATED DAMAGES

F.3.1 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 $300 per day for each day of delay until the work is completed or accepted.

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

F.3.2. ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) days after receipt of an executed contract".

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

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

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

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

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

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

F.7 NOTICE TO PROCEED

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

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

F.8 WORKING HOURS

All work shall be performed during working hours:

- Monday through Thursday: 07:00 to 17:00
- Friday: 07:00 to 13:00

(except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Local Holidays (South Africa)
Human Rights Day
Good Friday
Family Day

Freedom Day
Worker's Day
Youth Day
National Woman's Day
Heritage Day
Day of Reconciliation
Day of Goodwill

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

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a 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.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

(l) acts of God or of the public enemy,
(2) acts of the United States Government in either its sovereign or contractual capacity,
(3) acts of the government of the host country in its sovereign capacity,
(4) acts of another contractor in the performance of a contract with the Government,
(5) fires,
(6) floods,
(7) epidemics,
(8) quarantine restrictions,
(9) strikes,
(l0) freight embargoes,
(11) delays in delivery of Government furnished equipment, and
(12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

(1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,

(2) cannot be overcome by reasonable efforts to reschedule the work, and

(3) directly and materially affects the date of final completion of the project.

F.10 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at Trebyam 7, Edenburg, Sandton, Johannesburg, South Africa, 2128 to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

F.11 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
H.1.2. Bonds/Insurance	1	NLT 10 days after award	CO
H.11.1. Safety Plan	1	NLT 10 days after award	COR
E.2. Quality Assurance Plan	1	NLT 10 days after award	COR
F.4. Construction Schedule	1	NLT 10 days after award	COR
H.14.1. Submittal Register	1	NLT 10 days after award	COR
F.10. Pre-Construction Conference	1	10 days after award	COR
H.13.2. Biographic Data on Personnel	1	10 days after award	COR
E.2.2. Inspection Reports	1	3 days after end of weekly period	COR
G.3.2 Payment Request	1	Last day of each month	COR
E.2.1. Monthly Progress Report	1	7th day of the following month	COR
F.4.(c). Updates to Construction Schedule	1	Last day of each month	COR
E.3.2. Request for Substantial Completion	1	5 days before inspection	COR
H.4.4. As-built Drawings and Warranties	1	After final completion but before final acceptance	COR
E.4.2. Request for Final Acceptance	1	5 days before inspection	COR
F.6 Notice of Delay	1	Within 10 days after event	CO
F.8 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after award	CO
H.17.2 Differing Site Condition	1	Within 10 days of occurrence	CO

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

G.2 MONITORING OF THE CONTRACTOR

G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by position title, to take action for the Contracting Officer under this contract. Each designer 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 Facilities Manager, Johannesburg Consulate

G.2.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

G.3 PAYMENT

G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to:

SAInvoice@state.gov

G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.3.4 EVALUATION BY THE CONTRACTING OFFICER

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 that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

(a) Wages or other amounts due the Contractor's employees on this project;

(b) Wages or other amounts due employees of subcontractors on this project;

(c) Amounts due suppliers of materials or equipment for this project; and

(d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

G.3.6. PAYMENT

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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BOND/IRREVOCABLE LETTERS OF CREDIT REQUIREMENTS

H.1.1 BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security (irrevocable letter of credit) approved by the Government such as letter of credit/guaranty shown in Section J.

H.1.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds or alternate security as required by the paragraph H.1.1 above within ten (10) days after contract award. Failure to submit (1) the required bonds or other security acceptable to the Government in a timely manner; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction).

H.1.3 COVERAGE

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.

H.1.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance 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. The requirement for payment security terminates at final acceptance.

H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

(a) Any surety upon any bond, or issuing financial institution for other security furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.2 INSURANCE

H.2.1 AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 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)

General Liability:	
(1) Bodily injury on or off site stated in U.S. dollars:	
Per Occurrence	**$2,500**
Cumulative	**$15,000**
(2) Property damage on or off site in U.S. dollars:	
Per Occurrence	**$2,500**
Cumulative	**$25,000**

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 an 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.

H.2.2 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.

H.2.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

H.2.4 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. 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.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

(a) “Contract Drawings or Drawings,” where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.

(b) “Day” means a calendar day unless otherwise specifically indicated.

(c) “Host Country” means the country in which the project is located.

(d) “Material” means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.

(e) “Notice to Proceed” means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.

(f) “Other Submittals” includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(g) “Project Data” includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(h) “Samples” are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(i) “Schedule of Defects” means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(j) “Separate Contractor” means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(k) “Work” means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

(a) OWNERSHIP. All specifications, drawings, and copies thereof, and models, are the property of the Government.

(b) USE AND RETURN. The Contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

H.4.2 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 the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 RECORD DOCUMENTS

The Contractor shall maintain at the project site:

- a current marked set of Contract drawings and specifications indicating all interpretations and clarifications, 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.

H.4.4 "AS-BUILT" DOCUMENTS

After final completion of the work, but before final acceptance, the Contractor shall provide:

- complete set of "as-built" drawings, based on 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.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

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 between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

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.

H.7.3 SUBCONTRACTORS

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.

H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.9 CONSTRUCTION OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) CONFINEMENT TO AUTHORIZED AREAS. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) VEHICULAR ACCESS. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.11 SAFETY

H.11.1

H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.12.2 APPROVAL OF SUBCONTRACTORS

(a) REVIEW AND APPROVAL. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.

(b) REJECTION OF SUBCONTRACTORS. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.13 CONSTRUCTION PERSONNEL

H.13.1 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. 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.

H.13.2 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take **14 working days** to perform. For everyone the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved of the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.14 MATERIALS AND EQUIPMENT

H.14.1 SELECTION AND APPROVAL OF MATERIALS

(a) STANDARD TO QUALITY. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All

workmanship shall be of good quality and performed in a skillful manner that will withstand inspection.

(b) SELECTION BY CONTRACTOR. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 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.

H.14.3 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.

H.14.4 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 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.

H.14.5. "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.

H.14.6 USE AND TESTING OF SAMPLES

("Samples" include materials and equipment.)

(a) USE. The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) FAILURE OF SAMPLES. If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.

(c) TAKING AND TESTING OF SAMPLES. Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract

requirements unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) COST OF ADDITIONAL TESTING BY THE GOVERNMENT. When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.15.1 SHIPMENT AND CUSTOMS CLEARANCE

(a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance. The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty-free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which:

(1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,

(2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or

(3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining

customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.15.2 SURPLUS MATERIALS

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.16 SPECIAL WARRANTIES

H.16.1 SPECIAL WARRANTY OBLIGATIONS

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

H.16.2 WARRANTY INFORMATION

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

H.17 EQUITABLE ADJUSTMENTS

H.17.1 BASIS FOR 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. The Contractor shall give the Contracting Officer written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.17.2 DIFFERING SITE CONDITION NOTICE

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

H.17.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

(a) ITEMIZATION OF PROPOSALS AND REQUESTS. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer, The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) PROPOSED TIME ADJUSTMENTS. The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.

(c) RELEASE BY CONTRACTOR. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.18 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

H.19 ZONING APPROVALS AND BUILDING PERMITS

The Government is responsible for:

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

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 FAR 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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB (DEC 2023)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (JUN 2020)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (NOV 2021)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018) ALTERNATE I (FEB 1997)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.225-5	TRADE AGREEMENTS (NOV 2023)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (FEB 2021)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

52.232-32 PERFORMANCE–BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (DEC 2022)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-4 CHANGES (JUN 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

52.245-9 USE & CHARGES (APR 2012)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.247-64 PREFERENCE FOR PRIVATELY-OWNED U.S-FLAG COMMERCIAL VESSELS (NOV 2021)

52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2020)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) ALTERNATE I (SEPT 1996)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

THE FOLLOWING FEDERAL ACQUISITION CLAUSES (FAR) ARE SET FORTH IN FULL TEXT:

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2025) **OMIT IF OVER SAT)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

(A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).*])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 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):

_____

_____

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

Alternate I (NOV 2023) . As prescribed in 25.1102 (e), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

Bahraini, Mexican, or Omani construction material means a construction material that-

(1)(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2)(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements-

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a no designated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material, other than Bahraini, Mexican, or Omani construction material, in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (JUN 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

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

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means–

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATIONS (DOSAR) ARE SET FORTH IN FULL TEXT:

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 e-mail.

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

1) Use an e-mail 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.

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)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:
(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.225-7 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS 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.

THE FOLLOWING CLAUSE IS APPLICABLE, IF CHECKED:

[ ] 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

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.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

All work shall be performed during

- Monday through Thursday: 07:00 to 17:00
- Friday: 07:00 to 13:00

Except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Local Holidays (South Africa)
Human Rights Day
Good Friday
Family Day
Freedom Day
Worker's Day
Youth Day
National Woman's Day
Heritage Day
Day of Reconciliation
Day of Goodwill

*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.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High risk activities.* If the project contains any of the following high-risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) of this clause), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and health requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR part 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap reporting.* The contractor is required to report *immediately* all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

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

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)

(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

652.243-70 NOTICES (AUG 1999)

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	Sample Bank Letter of Guaranty
Attachment 2	Breakdown of Proposal Price by Divisions of Specifications
Attachment 3	Architectural Drawings
Attachment 4	Structural Drawings
Attachment 5	Electrical Drawings
Attachment 6	Specifications

ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY

Place Johannesburg
Date **[ ]**

Contracting Officer
U.S. Consulate, Johannesburg
1 Sandton Drive
Sandhurst
Johannesburg, 2146

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 another authority, up to the sum **equal to 40% of the contract price in U.S. 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 number (TBI), Construction at **U.S. Consulate Residence at 7 Trebyam Avenue, Edenburg, Sandton, 2128**, in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **TBI** 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: _____
Representatives: _____ Location: _____
_____ State of Inc.: _____
_____ Corporate Seal:
_____

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

ITEM NO					QUANTITY	RATE	AMOUNT
		PROPOSED ALTERATIONS TO 7 TREBYAM AVENUE, EDENBURG SANDTON					
		BILLS OF QUANTITIES					
		REVISION 2					
		Nov-25					
		Prepared for:					
		U.S. CONSULATE GENERAL JOHANNESBURG, SOUTH AFRICA					
		GENERAL					
		Pricing Instructions					
		PRELIMINARIES					
		Preliminaries					
		BUILDING WORKS					
		Alterations					
		Earthworks					
		Concrete, Formwork & Reinforcement					
		Masonry					
		Waterproofing					
		Roof Coverings					

		Carpentry & Joinery					
		Ceilings					
		Floor Coverings					
		Ironmongery					
		Metalwork					
		Plastering					
		Tiling					
		Plumbing & Drainage					
		Glazing					
		Paintwork					
		Sectional summary for BUILDING WORKS					
		EXTERNAL WORKS					
		Siteworks					
		Stormwater Drainage					
		Roadwork, Paving & Aprons					
		Sectional summary for EXTERNAL WORKS					
		PROVISIONAL SUMS					
		Provisional Sums					
		Final Summary					
		Final Summary					

BILL OF QUANTITIES

PRICING INSTRUCTIONS

1. Measuring System

1.1) The Bills of Quantities have been drawn up in accordance with the following standards Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015.

2. General Pricing Notes

2.1) For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them: Unit : The unit of measurement for each item of work as defined in the Standardised, Project or Particular Specifications Quantity : The number of units of work for each item Rate : The payment per unit of work at each which the Tenderer tenders to do the work Amount : The quantity of an item multiplied by the tendered rate of the (same) item Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

2.2) The units of measurements indicated in the bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities: mm = millimetre m = metre km = kilometre m"^{2} = square metre ha = hectare m"^{3} = cubic metre m"^{3}-km = cubic metre-kilometre No. = number Sum = lump Sum l = litre kW = kilowatt kN = kilonewton kg = kilogram kPa = kilopascal t = tonnne (1000kg) % = percent MN = meganewton MN-m = meganewton-metre MPa = megapascal PC Sum = Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs) Prov Sum = Provisional Sum CAND = Number of candidates Month = Month MEET = Number of meetings

2.3) The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Scope and the drawings.

2.4) Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste.

2.5) The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.

		2.6) A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. 2.7) Except where rates only are required, all amounts are to be included in the total tendered price in the "œamount" column and show the corresponding total tendered price. 2.8) It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards). 2.9) The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities are net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. 2.10) This Bill of quantities should be used as a pricing tool to determine a fixed price to complete the works					

Works Identification US Consulate Johannesburg is pursuing a renovation project to a residential property. The project is located on a 2464m2 site located in Edenburg. The site is accessed via 7 Trebyam Avenue and is surrounded on three sides by residential properties. The site is well developed and features the house, swimming pool, large garden, Parking area, and outbuildings. The 282m2 main residence consists of 4 bedrooms, 5 bathrooms, kitchen, scullery, dining room, family room, and lounge. Outbuildings include a laundry room, storage room, staff room and bathroom, and a tool shed.The goal of the project is to provide the necessary alterations and renovations that are required to make the house accessible for occupants with disabilities.

3. Structure of Bills of Quantities

Section No. 1: Preliminaries Section No. 2: Building Works Section No. 3: Site Works & External Works Section No. 4: Provisional Sums FINAL SUMMARY - TO BE CARRIED TO FORM OF TENDER

4. General Preambles for Trades

4.1) Tenderers are referred to the "Model Preambles for Trades" (Latest Edition) prepared by the Association of South African Quantity Surveyors (ASAQS) shall be deemed to be incorporated herein. Any supplementary preambles shall have precedence and in all cases of variance between Bill descriptions and the General or Supplementary Preambles the Bill descriptions shall prevail. The Tenderer must study the General Preambles and the Supplementary Preambles to all Trades before pricing this document and the tender sum shall cover all costs and

charges that may be considered necessary by the tenderer for the carrying out and observance of the provisions of the General Preambles and the Supplementary Preambles to all Trades.

4.2) Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "œGeneral Preambles for Trades 2017".

5. General

5.1) The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

5.2) The Tenderer must note that this is a fixed rate contract, and that the Tenderer is not entitled to adjust the rates/prices for escalation.

View site

Before submitting the tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be

		entertained					
		SECTION NO. 1 BILL NO. 1					
		Preliminaries					
		PRELIMINARIES AND GENERAL					
		Interpretation					
1		Definitions and interpretation	CONT				
		Pricing of bills of quantities	CONT				
		The Contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities	CONT				
		Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the	CONT				

		contractor's omission to price any item will be entertained				
		Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary	CONT			
		Abbreviated descriptions	CONT			
		The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice	CONT			
		Legal status of Contractor	CONT			
		If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:	CONT			
		1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement	CONT			
		2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor	CONT			

		and each of these persons				
		3. The contractor shall not alter its composition or legal status without the prior written consent of the employer	CONT			
		F:..... V:..... T:.....	Item			
2		Law, regulations and notices	CONT			
		F:..... V:..... T:.....	Item			
3		Offer and acceptance F:..... V:..... T:.....	Item			
4		Cession and assignment F:..... V:..... T:.....	Item			
5		Documents	CONT			
		Value Added Tax	CONT			
		Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)	CONT			
		Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically	CONT			
		F:..... V:..... T:.....	Item			

6		Employer's agents	CONT			
		Delegated authority The authority of the principal agent to issue contract instructions and perform duties for specific aspects of the works may be delegated to agents and will be defined by the principal agent at site handover	CONT			
		F:..... V:..... T:.....	Item			
7		Design responsibility F:..... V:..... T:.....	Item			
		Insurances and securities				
8		Works risk F:..... V:..... T:.....	Item			
9		Indemnities F:..... V:..... T:.....	Item			
10		Insurances F:..... V:..... T:.....	Item			
11		Securities	CONT			
		F:..... V:..... T:.....	Item			
		Execution				
12		Obligations of the parties	CONT			

		Office accommodation The Contractor shall provide and maintain until practical completion office accommodation with tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times	CONT				
		Statutory and other notices	CONT				
		The Contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the Contractor. The Contractor shall pay all deposits or fees in this regard	CONT				
		It is, however, specifically recorded that the Employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto	CONT				
		F:..... V:..... T:.....	Item				
13		Setting out F:..... V:..... T:.....	Item				
14		Nominated subcontractors	CONT				
		F:..... V:..... T:.....	Item				
15		Selected subcontractors	CONT				
		F:..... V:..... T:.....	Item				

16	Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:	CONT			
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials	CONT			
	2. Allow the use of personnel welfare facilities, where provided	CONT			
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation	CONT			
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site	CONT			
	F:..... V:..... T:.....	Item			
17	Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book (Numbered triplicate copy book) which is to be supplied and maintained on site by the contractor	CONT			
	F:..... V:..... T:.....	Item			
	Completion				
18	Interim completion	N/A			
19	Practical completion F:.....	Item			

		V:..... T:.....				
20		Completion in sections F:..... V:..... T:.....	CONT Item			
21		Defects liability period and final completion F:..... V:..... T:.....	CONT Item			
22		Latent defects liability period F:..... V:..... T:.....	 Item			
23		Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value F:..... V:..... T:.....	CONT Item			
24		Penalty for late or non-completion F:..... V:..... T:.....	 Item			
		Payment				
25		Payment	CONT			

		Prices submitted Where prices are submitted by the Contractor or Subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing	CONT				
		F:..... V:..... T:.....	Item				
26		Adjustment of the contract value and final account	CONT				
		Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor	CONT				
		Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement from making a determination on costs	CONT				
		Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim	CONT				
		F:..... V:..... T:.....	Item				

27		Recovery of expense and/or loss F:..... V:..... T:.....	Item			
		Suspension and termination				
28		Suspension by the Contractor F:..... V:..... T:.....	CONT Item			
29		Termination F:..... V:..... T:.....	CONT Item			
		Dispute resolution				
30		Dispute resolution F:..... V:..... T:.....	 Item			
31		Agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	CONT Item			
		<u>SECTION NO. 2 BILL NO. 1</u> **<u>ALTERATIONS</u>** **<u>PREAMBLES</u>** Tenderers are advised to study the Model Preambles for Trades before pricing this bill.				

SUPPLEMENTARY PREAMBLES

Descriptions and preambles

Reference shall be made to other trades and preambles for preambles and full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described

View site

Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained

General

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent. In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building, and the contractor shall provide shoring, needling, strutting, etc to ensure the stability of structures during alteration works Special care shall be exercised during the progress of work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Representative/Agent if any disconnection or alterations become necessary. Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent The contractor shall take all precautions necessary to prevent any nuisance from dust whilst carrying out the work

Materials to match existing

Where practical all materials are to match existing remaining in size, quality and finish.

Remove

The term "remove" shall mean breaking out as required to remove the item described, disposal of all rubble and old materials, and making good all work disturbed to match existing. Remove walls or partitions shall mean breaking down complete to structure of walls, etc. and trimming up edges and disposal of rubble and all old materials from site (old material elsewhere described). Prices shall include for protecting adjacent surfaces against damage and repairing such damage should it occur.

All items removed that are in good working condition and can be reused are to be carefully set aside and handed over to the Employer on completion of the Project

Removal of existing work

Prices for removal must include for cutting and breaking down into manageable sizes bearing in mind the restrictions which apply to means of disposal.

The Contractors, where possible, must provide a credit to the Employer for all items that may have any salvage value

Demolition of walls and partitions shall include for the removal of all associated fixtures and fittings fixed thereto, including but not limited to skirtings, dado rails, cover mouldings, and similar items, and for making good where necessary.

Make good

The term "make good" includes for patching work disturbed or built up, etc., with materials to match existing and for making good to existing. All quantities given for making good are nett and the Contractor must allow in his prices for all extra patching, etc., to work disturbed beyond the nett size of opening etc., which is to be formed or bricked up.

Building up openings

All quantities for building up openings are nett and the Contractor must allow in his prices for extra labour and material in cutting and bonding new brickwork to existing including any hoop iron ties that may be required.

Old material that is set aside

Any old material that is described as "set aside" are to be carefully removed, stored, protected, overhauled, cleaned down as necessary and generally made good prior to re-building into the building. These materials are measured as at present fixed in the existing buildings, and the Contractor must allow in his prices for replacing with new any of these materials that may be damaged or rendered useless during the pulling down, etc., and for the making up with new any loss in quantity arising from the pulling down, storing, re fixing or rebuilding.

Where granite countertops are specified to be set aside for reuse, the Contractor shall ensure that all such items are carefully removed, handled, and stored to prevent damage. Prior to storage or reinstallation, each countertop must be thoroughly cleaned, with all silicone, adhesive residues, and fixings completely and carefully removed to render the surfaces suitable for reuse. All associated costs, including labour, cleaning materials, and handling, shall be deemed included in the rates. No additional claims will be entertained for work related to the preparation of these items for reuse.

Old material becomes the property of the Contractor

Old material from the alterations except where described for re-use or handing over, will become the property of the Contractor.

Old material must be carted away

Old material from the alterations except where described for re-use or handing over, as well as all debris must regularly be carted away from site and not be accumulated on site.

Old material may not be re-used

No old material may be re-used for new work except where it is specifically described as set aside for re-use.

Clearance for inspections

The internal spaces of the house are to be kept clear of all material, rubble, equipment, etc. at all times for inspection purposes.

Handing over of material

Where it is described that certain material or articles of the alterations must be handed over by the Contractor to the Representative/Agent, these material or articles must be properly stored by the Contractor until it is handed over. The Contractor must obtain official proof of the handing over which indicates the material or articles as well as the dates of handing over. If the Contractor cannot provide proof on request it shall be deemed that the material or articles is still in his possession and will be held responsible to the Client for the full replacement value thereof, the relevant amount shall be deducted from any outstanding money owed to the Contractor.

Existing and adjoining buildings, etc.

In taking down and removing existing work the utmost care must be observed to avoid any structural or other damage to the remaining portions of the building or adjoining buildings, boundary walls, pavings, roadways, etc.and the Contractor shall provide all shoring, needling, strutting, etc.to ensure the stability of all structures during demolition or alteration work. the Contractor must cover up and protect from damage all work not removed and must make good at his own expenses any damage that may occur.

Redecorations

Prices for preparation, and redecoration of all previously painted or decorated surfaces shall include cleaning and washing down and painting as described with similar materials to colours as directed including making good cracks, scratches, nail holes, bare patches,

		repaired areas etc. prior to commencement of redecoration. Rates for Redecoration shall include for a small proportion of new work after repairs and renovations including all preparatory priming. Large areas of replastering and all new work are measured separately. **Disposal of debris, redundant material, etc.** The Contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations. The Contractor shall obtain a Safe Disposal Certificate from a registered hazardous waste site as confirmation of the safe disposal of all fluorescent lamps identified as been redundant. The certificate shall indicate the waste type, volume and hazardous waste site used. The Contractor shall make provision for the disconnection, removal, loading, transport and safe disposal of all redundant materials inclusive of distribution boards, switchgear, luminaries and electrical sundry materials in accordance with standard safe practices **GENERAL** **Damage to persons and property**					

All demolitions, pulling down, alterations etc., are to be carried out carefully and in the safest possible manner. The Contractor is to ascertain that all alterations are structurally practicable and safe and he will be held solely responsible for any damage to property or work adjoining the pulling down and must make good at his own expense.

Programming of the works

The programming of demolitions and alterations will have to be co-ordinated with the Principal Agent.

Care of utility services

Special care is to be exercised not to interfere with any drains, electrical supply, data, or telephone cables and fittings to same. Notice is to be given to the Principal Agent when any disconnections, removal of wires etc. are necessary and the Contractor is to afford every facility to the workmen carrying out this work. Permission must be obtained from the Principal Agent before any services are cut off at any time.

Temporary shoring, etc.

Prices are to include for providing, fixing and maintaining in position generally as required all temporary shoring, needling, strutting etc., necessary for the proper execution of the alterations in this Contract and for removing same.

Supervision

The demolition work is to be executed in a workmanlike, practical and safe manner under the continual supervision

of a competent foremen.

Cover and protect

Contractor to cover and protect areas not to be renovated with plywood and running boards during construction, but stairs must be safe to use. Damages to these areas will have to be rectified to the Principal Agent's satisfaction and at the Contractors cost. Contractor is to cater for protection hoarding to all areas where required and defined as the construction area and by the health and safety plan and is to ensure that use/re-use and moving around of the protection hoarding is accounted for in the contractors project specific plan and programme.

Protection of existing structures/features etc.

The Contractor's rates is to allow for provision for protecting all existing structures, walls, trees etc. within the vicinity of works during construction

Protection of existing services, etc.

The Contractor's rates is to allow for provision for protecting all existing services within the vicinity of works during construction

The Contractor is advised that any damage to existing services is to be immediately reported to the Principal Agent

Treatment of cut surfaces

The Contractor's rates is to allow for treating all cut surfaces of

		timber/wooden components with approved enseal				
		<u>REMOVAL OF EXISTING WORKS</u>				
		Masonry				
		<u>Carefully breaking down and removing brickwork including any windows, doors etc. in brickwork to be demolished</u>				
1		Half brick wall	m^2	34		
2		One brick wall	m^2	4		
		Concrete				
		<u>Breaking through existing surfaces</u>				
3		Grubbing up, break out and remove concrete strip footings	m^3	1		
4		Break out and remove concrete surface bed	m^3	3		
5		Break out and remove concrete plinths	m^3	0		
		<u>Breaking out and removing reinforced concrete</u>				
6		Reinforced concrete steps	m^3	1		
		Paving				
		<u>Taking out and remove external paving</u>				
7		Paving, including sand bedding	m^2	210		
		Roof covering/structure				
		<u>Carefully taking down and removing roof coverings/structure</u>				
8		Take out and remove roof tiles	m^2	53		

9		Break out and remove precast moulding including concealed gutter	m	12		
10		Fascia and barge boards	m	9		
		<u>Examining of existing roof structure and making good</u>				
11		Examining of roof structure for structural stability, check, fix and replace loose timber trusses, purlins, supports and rafters as necessary and securing loose nails and clips, replacing missing or defective screws and/or nails with 120mm galvanised steel drive screws and prepare structure for new roof sheeting (new sheeting elsewhere measured)	m^2	53		
		Windows and doors				
		<u>Carefully taking out and removing doors, windows etc., including thresholds, sills, trims</u>				
		<u>Windows</u>				
12		Timber window including burglar screen, overall size 900 x 1021mm high	No	1		
13		Timber window including burglar screen, overall size 1266 x 1200mm high	No	1		
		<u>Single doors</u>				
14		Timber single sliding door and frame, overall size 810 x 2100mm high	No	1		
15		Timber single door and frame, overall size 790 x 2100mm high	No	1		
16		Timber single door and frame, overall size 875 x 2100mm high	No	5		

17	Timber single door and frame, overall size 890 x 2100mm high	No	1			
18	Timber single door and frame, overall size 870 x 2100mm high	No	1			
19	Timber single door and frame with fanlight above, overall size 783 x 2400mm high	No	1			
	<u>One and half leaf doors</u>					
20	Timber one and a half leaf door and frame, overall size 1400 x 2172mm high	No	1			
	<u>Double doors</u>					
21	Timber double door and frame, overall size 1125 x 1958mm high	No	1			
22	Timber double door and frame, overall size 1200 x 1965mm high	No	1			
23	Timber double door and frame, overall size 1200 x 2100mm high	No	1			
24	Timber double door from shopfront, overall size 1645 x 2125mm high	No	1			
25	Timber double door and frame, overall size 1700 x 2100mm high	No	1			
26	Timber double door and frame, overall size 1500 x 2100mm high	No	1			
	<u>Shopfronts</u>					
27	Timber shopfront, overall size 2742 x 2062mm high	No	1			
28	Timber shopfront, overall size 2068 x 2050mm high	No	1			

		Servicing of existing timber sliding door to ensure smooth and safe operation, including inspection of all components, cleaning of tracks and rollers, adjustment of alignment and hardware, lubrication of all moving parts with suitable non-corrosive lubricant, tightening of fixings, and minor repairs to stops or guides as necessary.				
29		Timber single sliding door, overall size 1140 x 1977mm high	No	1		
		Ceilings, partitions & access flooring				
		Carefully take down/out and remove ceilings including brandering, hangers, etc.				
30		Plasterboard ceilings including cornices	m^2	45		
		Metalwork				
		Carefully taking down, set aside and hand over to Client				
31		Single steel gate, overall size 1400 x 2100mm high	No	1		
32		Double steel gate, overall size 1700 x 2100mm high	No	1		
33		Double steel gate, overall size 2070 x 2060mm high	No	1		
34		Sliding security gate, overall size 870 x 2100mm high	No	1		
35		Sliding security gate, overall size 1500 x 2100mm high	No	1		
36		Sliding security gate overall size 2068 x 2050mm high	No	1		
37		Sliding security gate overall size 2742 x 2062mm high	No	1		

		<u>Carefully taking down and set aside for reuse</u>				
38		Steel gas cage, overall size 1140 x 600 x 1700mm high	No	1		
		Joinery				
		<u>Carefully take out and set aside joinery fittings, etc.</u>				
39		Floor/wall units size approximately 600mm wide x 900mm high	m	10		
40		Kitchen island size approximately 750mm wide x 900mm high	m	1		
41		Cupboards, approximately 600mm wide x 2700mm high	m	3		
42		Built in cupboard including steel frame, approximately 750mm wide x 2500mm high	m	4		
43		Shelving, approximately 300mm wide x 2700mm high	m	4		
44		Granite/stone counter tops, size approximately 600mm wide	m	6		
45		Granite/stone counter tops, size approximately 750mm wide	m	1		
		Ironmongery				
		<u>Carefully taking out and replace wall mounted sundry fittings</u>				
46		All sundry bathroom fittings, mirrors etc.	No	9		

		Plumbing & drainage				
		Carefully taking out and set aside sanitary fittings, taps, waste fittings, etc including making safe, disconnecting piping, cutting back, sealing exposed water supply pipes and waste pipes etc. and removing piping from brickwork back to the duct				
47		Double bowl sink	No	1		
48		Prep bowl sink	No	1		
49		Wash hand basin	No	3		
50		Water closet	No	1		
51		Built in bathtub including structure, overall size approximately 2200 x 870 x 400mm high	No	1		
52		Wall mounted sink mixer	No	2		
53		Shower door, size approximately 1100 x 1820mm high	No	1		
54		Relocate existing gutter, approximately 2700mm high	No	1		
		Floor and wall finishes				
		Hacking up/off and removing floor finishes including removing mortar bed or backing where necessary including preparing floor areas for new floor finishes				
55		Tiles to floors	m^2	142		
56		Vinyl to floors	m^2	56		
57		Carpet to floors	m^2	48		
		Carefully taking out and removing sundry				

		joinery work				
58		Timber skirting to brickwork approximately 150mm high including making good plaster	m	129		
		Hacking up/off and removing wall tile finishes including removing mortar bed or backing				
59		Tiles to walls	m^2	25		
		Paperhanging				
		Stripping of wallpaper from existing walls including preparing surface for new wallpaper and or paint				
60		Wallpaper fixed to previously plastered walls	m^2	12		
		Sundries, etc.				
		Break out and remove sundry items				
61		Break out and remove existing water feature including isolating of electrical point	No	1		
		Electrical				
		Isolate and strip out				
62		Existing chandeliers	No	5		

		Patch plastering to wall surfaces where electrical plug points have been raised and/or light switches lowered, including preparation of existing surface, mechanical keying where required, and application of bonding agent. Include for formation of an expansion joint at the interface between new and existing plaster, and for filling the joint with approved polysulphide sealant prior to plastering. Plaster to be applied in two coats (base and skim), finished flush with adjacent surfaces, feathered in for seamless transition, cured, and left smooth and ready to receive paint. Include protection of all adjacent finishes.				
63		15mm thick patch plaster approximately 200mm wide	m	9		
		PATCH SCREEDS				
		4:1 Cement plaster screeds wood floated on concrete				
64		30mm Thick on floors in patches	m^2	44		
		CUTTING THROUGH FLOORS AND CEILINGS				
65		Saw cutting through concrete surface bed approximately 150mm thick for 500mm wide concrete footing	m	26		
66		Saw cutting through concrete surface bed approximately 150mm thick for 600mm wide concrete footing	m	31		
		OPENINGS THROUGH EXISTING WALLS ETC.				

		Breaking out for and forming openings through brick walls for new windows including necessary precast concrete lintels and making good plaster on both sides and into reveals and with sloping sill on outside and flat sill on inside (new windows and making good paintwork elsewhere)				
67		Opening through half brick wall	m^2	3		
68		Opening through one brick wall	m^2	4		
		BUILDING UP OPENINGS IN WALLS				
		Brickwork in NFP bricks (7 MPa nominal compressive strength) in class II mortar in building up openings				
69		One brick walls where windows and doors have been removed	m^2	7		
		PREPARATORY WORK TO EXISTING SURFACES				
		Making good floors, walls and ceilings				
70		Walls in patches with plaster including inserting a 0.7mm galvanised mesh backing prior to plastering	m^2	33		
71		Walls where half brick walls removed	m	3		
72		Walls where one brick walls removed	m	0		
73		Floors where half brick walls removed	m	9		
74		Floors where one brick walls removed	m	1		
75		Ceilings where half brick walls removed	m	9		
76		Ceilings where one brick walls removed	m	1		
77		Ceilings where down lights removed	m^2	10		

78	Preparing floor slabs for new finish/screed where existing floor finish and screeds have been removed in preparation for new vinyl flooring and tiles	m^2	38			
79	Preparing floor slabs for raising up with new concrete where existing floor finish and screeds have been removed	m^2	13			
	BUDGETARY ALLOWANCES					
	The following Budgetary Allowances are for work to be executed by the Sub-Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required					
80	Allow the Budgetary Allowance of R5 000.00 (Five Thousand Rands) for careful removal and reinstatement of existing gas installation	Item	1			
81	Allow the Budgetary Allowance of R20 000.00 (Twenty Thousand Rands) for additional general work still to be designed and will/may be carried out by the contractor	Item	1			
82	Allow the Budgetary Allowance of R20 000.00 (Twenty Thousand Rands) for treating rising damp	Item	1			
83	Allow the Budgetary Allowance of R20 000.00 (Twenty Thousand Rands) for repairs to existing roof	Item	1			
84	Allow the Budgetary Allowance of R20 000.00 (Twenty Thousand Rands) for structural repairs to building where required	Item	1			
	SECTION NO. 2 BILL NO. 2					

Earthworks

PREAMBLES

Tenderers are advised to study the Model Preambles for Trades before pricing this bill.

SUPPLEMENTARY PREAMBLES

Nature of material to be excavated

A geotechnical investigation has not been carried out on site.

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and disposing of same from site.

Subterranean water

No information regarding subterranean water is available. The tenderer must acquaint himself of the presence and depth of subterranean water and allow therefor in his prices.

Filling and layer work materials

References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials

		described hereinafter					
		Testing Descriptions & prices for earth filling, compaction, etc. are deemed to include for all necessary density and other testing required in accordance with the SABS 1200 series and Engineer's specifications **Hand Excavation** Where required by site conditions, excavation shall be carried out by hand to avoid damage to existing structures or services, or where mechanical access is restricted. Rates shall include all necessary labour, tools, breaking up of hard material (excluding rock), removal of spoil, and compliance with health and safety requirements. Hand excavation applies around live/unknown services, adjacent to existing structures, and in confined areas. **Working Space**					

		Provision for working space required for the safe and proper execution of permanent works has been made and is to include for access, formwork, and waterproofing as may be required. No additional measurement shall be made unless specifically stated. Over-excavation beyond what is reasonably required for working space, unless instructed, shall be rectified at the Contractor"?"™s cost.					
		<u>EXCAVATION, FILLING, ETC. OTHER THAN BULK</u>					
		Excavation in compacted earth fill not exceeding 2000mm deep					
1		Reduced Levels	m^3	19			
2		Trenches	m^3	19			
3		Holes	m^3	1			
		Back excavation of vertical sides of excavations in earth for working space backfilling measured elsewhere compacted to 98% Mod AASHTO density					
4		Exceeding 500mm and not exceeding 1500mm deep for placing and removing formwork to walls etc, average width 300mm away from excavated face	m^2	10			
		Extra over excavation in earth for excavation in					
5		Soft rock	m^3	4			
6		Hard rock	m^3	2			
		Extra over all excavations for carting away					

7	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m^3	28			
	Risk of collapse of excavations					
8	Sides of trench and hole excavations not exceeding 1500mm deep	m^2	66			
	Keeping excavations free of water					
9	Keeping excavations free of all water other than subterranean water	Item	1			
	Selected earth filling obtained from the excavations and/or prescribed stock piles on site (compacted to 98% Mod AASHTO density)					
10	Backfilling to trenches, holes, etc.	m^3	3			
	Compaction of surfaces					
11	Compaction of ground surface in trenches, holes, etc including scarifying for a depth of 150mm, breaking down oversize material compacted to 93% Mod AASHTO density	m^2	18			
12	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary with 3% cement stabilizer and compacting to 93% Mod AASHTO density	m^2	92			
	<u>LAYERWORKS</u>					
	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted in 150mm layers to 95% Mod AASHTO density					
13	Under footings, etc	m^3	7			

		G7 Earth filling supplied by the contractor compacted to 95% Mod AASHTO density, to Engineers approval				
14		Under floors, steps, ramps, paving, etc.	m^3	14		
		<u>WEED KILLERS, INSECTICIDES, ETC</u>				
		<u>Weedkiller (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weedkiller to 100 l water and applied at a rate of 10 l/m×½</u>				
		<u>Soil insecticide in accordance with SANS 5859</u>				
		Approved brand of anti-termite soil poison & weedkiller is to be applied by a Registered Company and guaranteed for ten years				
15		To bottoms and sides of trenches, holes, raft foundation, etc.	m^2	84		
16		Under floors, paving, ramps etc. including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m^2	92		
		<u>SECTION NO. 2 BILL NO. 3</u>				
		<u>Concrete, Formwork & Reinforcement</u>				
		<u>PREAMBLES</u>				
		Tenderers are advised to study the Model Preambles for Trades before pricing this bill.				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		General				

All concrete, formwork and reinforcement to be done according to SABS 1200G.

Cost of Tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Representative/Agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Representative/Agent. (Test cubes are measured separately)

Concrete

All exposed edges to columns, beams and slabs to be chamfered 75 x 75mm unless otherwise indicated

Formwork

All smooth formwork to be in accordance with SABS 1200G - 5.2.1b. Tolerance to concrete surfaces to have a degree of Accuracy II in accordance with SABS 1200 G - 6.1.1b.

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for re-conditioning as necessary before re-use.

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to sides of bases, ground beams, etc will only be measured where it is prescribed by the Representative/Agent, for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks".

Where required by the Principal Agent or his representative, vibration of concrete shall be included in the rates.

Mesh reinforcement

Mesh reinforcement is measured net, contractor to take consideration of lapping

Finish to ramps

Small defects like honeycombing, irregularities, and discolouration to be made good according to approved methods, and the surface to be within degree of accuracy 2 to comply with SABS 0155.

UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES

Concrete 15 MPa/19mm

1	Surface blinding under footings and bases cast against excavated surfaces, stepped and levelled	m^3	1			
	Concrete 30 MPa/19mm					
2	Raising up on existing floors	m^3	0			
	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>					
	Concrete 30 MPa/19mm					
3	Strip footings	m^3	4			
4	Ground beams	m^3	0			
5	Raising up on existing floors	m^3	2			
6	Ground slabs	m^3	5			
7	Surface beds	m^3	2			
8	Thickening out of concrete surface beds	m^3	2			
9	Pool lift plinth	m^3	1			
10	Ramps	m^3	12			
11	Steps	m^3	1			
	<u>TEST BLOCKS</u>					
12	Making and testing 150 x 150 x 150mm concrete strength test cube (set of 3)	No	12			
	<u>CONCRETE SUNDRIES</u>					
	Finishing top surfaces of concrete smooth with a wood float					
13	Surface beds, slabs etc.	m^2	53			

14	Ramps	m^2	49		
15	Stairs	m^2	2		
	Wire brushing of concrete ramps to expose aggregate				
16	Wiring brushing to ramps	m^2	49		
	ROUGH FORMWORK (DEGREE OF ACCURACY II)				
	Rough formwork to sides of				
17	Steps	m^2	1		
18	Edges risers ends and reveals not exceeding 300mm wide	m	43		
	MOVEMENT JOINTS, ETC.				
	Saw-cut joints				
19	3 x 35mm deep saw cut joints in top of concrete	m	27		
	10mm Isolation joints formed of bitumen impregnated soft board				
20	Joints not exceeding 300mmm wide	m	166		
	REINFORCEMENT				
	Mild and high tensile steel reinforcement to structural concrete work				
21	Various (8 - 32mm) diameter bars	t	0.51		
	Fabric reinforcement				
22	Ref. 193 fabric reinforcement in concrete surface beds, slabs, ramps etc.	m^2	110		

		BUDGETARY ALLOWANCES				
		The following Budgetary Allowances are for work to be executed by the Sub-Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required				
23		Allow the Budgetary Allowance of R25 000.00 (Twenty-Five Thousand Rands) for tying new foundations to existing foundations	Item	1	25,000.00	25,000.00
24		Allow the Budgetary Allowance of R25 000.00 (Twenty-Five Thousand Rands) for additional general work still to be designed and will/may be carried out by the contractor	Item	1	25,000.00	25,000.00
		SECTION NO. 2 BILL NO. 4				
		Masonry				
		PREAMBLES				
		Tenderers are advised to study the Model Preambles for Trades before pricing this bill.				
		SUPPLEMENTARY PREAMBLES				
		General				
		All masonry units shall comply with SANS 227:2007 and SANS 1 575:2007				
		Brickwork shall be in accordance with SANS 0164.				
		Minimum crushing strength of all load bearing bricks shall be 14MPa. The nominal compressive strength for face bricks shall be not less than 17MPa				

Sizes in descriptions

Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.

Wall ties

Descriptions of solid walls and cavity walls shall be deemed to include metal wall ties complying with SABS 28 and of the butterfly or of the modified PWD type, of the required length with each end built at least 75mm deep into brickwork, spaced at not more than 1m centres alternatively to every third course of brickwork.

Descriptions of solid walls (except if built in English bond) and cavity walls shall be deemed to include metal wall ties complying with SABS 28 and of the butterfly or of the modified PWD type, of the required length with each end built at least 75mm deep into brickwork, spaced at not more than 1m centres alternatively to every third course of brickwork.

Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour.

Excessive suction in clay bricks should be controlled by wetting the bricks before laying. Corners and other advanced work shall be raked back and not raised above the general level of the remaining masonry work by more than one metre at any one lift.

Face bricks to be kept free from mortar droppings as the work continues.

		Pointing Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. **Strutting/shoring of brickwork** All cost for strutting/shoring of new brickwork while compacting under the ground floor slab shall be for the account of the contractor. **Foundation Brickwork** Contractor shall support all foundation brickwork while compacting fill material under floors **<u>BRICKWORK</u>** **<u>FOUNDATIONS</u>** Contractor shall support all foundation brickwork while compacting fill material under floors **Brickwork of 7MPa NFX bricks in class II mortar**					
1		Half brick walls in foundation	m^2	5			
2		One brick walls in foundations	m^2	4			
		<u>SUPERSTRUCTURE</u> **Brickwork of 7MPa NFP bricks in class II mortar**					
3		Half brick walls	m^2	22			
4		One brick walls	m^2	11			

		Brick-on-edge header course copings, sills, etc.				
5		230mm Wide sill set sloping and slightly projecting	m	8		
		BRICKWORK SUNDRIES				
		Brickwork reinforcement				
6		Reinforcement built in horizontally suitable for half brick wall	m	218		
7		Reinforcement built in horizontally suitable for one brick wall	m	215		
		Prestressed fabricated concrete lintels including necessary temporary supports				
8		100 x 70mm Lintels in lengths not exceeding 3000mm long	m	48		
		Turning pieces				
9		220mm Wide turning piece to lintels, etc.	m	8		
		Galvanised hoop iron cramps, ties, etc				
10		30 x 1,2mm Thick galvanised steel straps approximately 600mm long, with one end built into brickwork and the other end fixed to face of brickwork/concrete with approved fixings, complete	No	64		
		SECTION NO. 2 BILL NO. 5				
		Waterproofing				
		PREAMBLES				

Tenderers are advised to study the Model Preambles for Trades before pricing this bill.

SUPPLEMENTARY PREAMBLES

Note: Refer to Architects details and specifications

Waterproofing

Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

Sealants

Note that sealants to expansion joints are included in the descriptions of the joints, sealants to aluminium windows are included in the descriptions thereof and similarly sealants to other affected items such as roof coverings, louvres are deemed to be included in the descriptions thereof. For clarity; unless expressly measured below all sealants are included elsewhere and no claims for sealants will be entertained as the Contractor is to ensure his rates for the affected items include for the required sealants.

DAMPPROOFING OF WALLS AND FLOORS

WATERPROOFING

		Horizontal & vertical damp-proof course to be of black polyethylene sheeting complying with SANS specifications 952 type B having embossed surface 0.38mm thick (375 microns) & manufactured in widths of less than 1000mm. Lapped minimum 150mm at all joints, & ensure similarly lapped over green under-floor damp proof membrane sufficiently				
1		In walls	m^2	2		
		One layer of 250 micron green Polyethylene sheeting to comply with SANS 952 Type C with minimum 150mm lap to DPM including sealing laps with approved tape				
2		Under surface beds	m^2	54		
3		Under ramps and apron slabs	m^2	1		
		Flexible cementitious waterproofing suitable for under tile shower all application applied in strict accordance with the manufacturers instruction. Provide manufacturer data sheet, typical shower installation details and specification for acceptance				
4		On bottom and sides of shower	m^2	9		
		<u>JOINT SEALANTS, ETC.</u>				
		Clear silicone sealing compound				
5		Point between window and door frames and face of brickwork	m	79		
		Two-part polysulphide sealing compound including backing cord, bond breaker, primer, etc.				

6	3 x 10mm deep in saw cut joint	m	27			
7	10 x 10mm deep in isolation joint	m	125			
	SECTION NO. 2 BILL NO. 6					
	Roof Coverings					
	PREAMBLES					
	Tenderers are advised to study the Model Preambles for Trades before pricing this bill.					
	SUPPLEMENTARY PREAMBLES					
	Note: Refer to Architects details and specifications					
	The Contractor is to ensure that the roof installer is registered as an approved installer with the roof manufacturer:					
	The Contractor is to confirm the sizes for flashings and accessories with the Principal Agent & Architect prior to ordering and to ensure that their rates are for flashings and accessories that are in accordance with the manufacturer's recommendations.					
	The Contractor is hereby informed that the works to be carried out on the roofs may involve operations within confined or restricted spaces. All rates submitted shall be deemed to include full allowance for working under such conditions. No additional claims or compensation will be considered in respect of these site constraints					
	All flashing finish to match sheeting finish					
	ROOF SHEETING					

		"Global roofing solutions Kliplok 700" (or similar/equally approved) roof sheeting (colour: Dove Grey) concealed fix profile roll-formed from certified steel and have 4 trapezoidal ribs at 233mm centres giving a nett cover of 700mm. The male rib shall have spurs to ensure a positive double interlocking action at side-laps. Each pan shall incorporate two stiffener ribs. When interlocked, the minimum sheet depth shall be 41mm. The "Klip-Lok 700" sheets shall be fixed to every purlin using patented KL700 clips having spurs which will securely hold the sheets in position and lock in the side lap and both centre ribs. All sheeting to be installed in strict accordance with Manufacturer"™s specifications by an approved Contractor. A written and approved five year guarantee of water-tightness shall be issued after approval of roofs by the manufacturer.					
1		Roof covering with pitch not exceeding 25 degrees	m^2	53			
		Flashings to suite roof sheeting suitably fixed and installed in strict accordance with Manufacturer"™s specifications by an approved Contractor					
2		Valley gutter approximately 620mm girth 4 times bent to suit roof profile	m	12			
3		Headwall/counter flash approximately 375mm girth 2/3 times bent and notched on site to suit roof profile	m	2			
4		Sidewall flash approximately 410mm girth 2 times bent (on sloping side) to suit roof profile	m	2			

	Eave and ridge fillers made from cross-linked, closed cell, expanded polyethylene to fit roof profile, fit snugly between roof sheeting/cladding and structure				
5	Moulded narrow and broad rib polyethylene filler blocks	m	12		
	<u>ROOF INSULATION</u>				
	4mm Thick double sided aluminium reflective foil membrane/insulation with fire retardant properties and minimal Thermal Resistance "œR"(m"^{2}K)/W: 1.58, laid taut over purlins and fixed concurrent with roof covering; overlapped longitudinally by 100mm on 3.2mm galvanised straining wires or straining tape at approximately 350mm centres to be laid on truss under all metal roof sheeting all in strict accordance with the manufacturers specifications				
6	Insulation under roof sheeting	m^2	53		
	<u>BUDGETARY ALLOWANCES</u>				
	The following Budgetary Allowances are for work to be executed by the Sub-Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required				
7	Allow the Budgetary Allowance of R20 000.00 (Twenty Thousand Rands) for roof accessories, flashings, etc. still to be designed and will/may be carried out by the Contractor	Item	1	20,000.00	20,000.00
	<u>SECTION NO. 2 BILL NO. 7</u>				
	<u>Carpentry & Joinery</u>				

PREAMBLES

Tenderers are advised to study the Model Preambles for Trades before pricing this bill.

SUPPLEMENTARY PREAMBLES

General

All specifications are to be read in conjunction with the detail drawings or similar approved by Architect in writing NOTE: All dimensions to be verified on site prior to manufacture

Cupboard fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, assembling, housing, notching, gluing, blocking, planting on and screwing with countersunk screws, edge strips, decorative plastic finish, glass, ironmongery, metalwork, paint or varnish finishes, etc. Prices are to include for all necessary filler pieces against walls etc

All cupboard carcasses, doors, draw fronts, fascias, panels, etc. to be constructed out of 16mm White melamine faced "œV313" moisture resistant particle board (Identifiable by green in colour) with 2mm thick impact edging to specialist design and installation

Kitchen cupboards are to be manufactured of 16mm thick particle board with 0,8mm melamine finish on both sides and edges. Tops are to be of 32mm water resistant particle board with 1,2mm decorative thermosetting plastic laminate finish to top with balancing veneer to underside. Edges of tops are to be finished with matching laminate (Edges of tops are to be half-round post-formed with laminate wrapped around)

Drawers are to be fitted with telescopic runners

Doors are to be hung on self closing adjustable hinges

Doors and drawers are to be fitted with either or handles or knobs (As per architects specifications and details)

Where described as "lockable", doors and drawers are to be fitted with cylinder cupboard locks with necked barrel bolts to double doors

Contractor to provide joinery shop drawings (formal layout and design regarding specification) for Architect's approval prior to manufacturing

All fittings to be to Manufacturer's and Architects' specifications

Particle board

Particle board shall comply with the following specifications:a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type

Fixing

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere

Doors

All to doors to Manufacturer's and Architects' specifications on door schedule

Contractor to allow for undercutting of existing internal doors when pricing

Joinery

Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc.

Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.

Decorative thermosetting plastic laminate covering

Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish

TIMBER DOORS, WINDOWS, ETC

Timber Doors

		All to doors to manufacturer's and Architects' specifications on door schedule drawings 40mm Solid flush panel door with hardwood edging, as per Architects detail, specification and approval.				
1		Single door, size approximately 930 x 2032mm high	No	8		
2		Single door, size approximately 982x 2032mm high	No	1		
		Timber frames 32mm single rebated timber frames suitably fixed to walls including sealing of gaps between frame and brickwork with approved filler foam where necessary				
3		Frame for door, size approximately 930 x 2032mm high	No	8		
4		Frame for door, size approximately 1046 x 2032mm high	No	1		
		Windows "Van Acht" (or similar/equally approved) full pane timber windows including 4mm obscure float glazing, weather seal, 90 degree hinges, satin chrome handles and 42mm x 140mm main bars				
5		Window W05, type MC22, overall size, 1040 x 929mm high (Bathroom 1) "Van Acht" (or similar/equally approved) full pane timber windows including 4mm clear float glazing, weather seal, 90 degree hinges, satin chrome handles and 42mm x 140mm main bars	No	1		

6		Window W18, type MC22, overall size, 1040 x 929mm high (Scullery)	No	1		
		"Van Acht" (or similar/equally approved) small pane timber windows including 4mm clear float glazing, weather seal, 90 degree hinges, satin chrome handles, 31mm x 42mm small pane bars and 42mm x 140mm main bars				
7		Window W08, type MA3SPS, overall size, 1538 x 1814mm high (Lounge)	No	1		
8		Window W10, type MA22SPS, overall size, 1040 x 1814mm high (Dining Room)	No	1		
9		Window W13, type MA3SPS, overall size, 1538 x 1814mm high (Breakfast Room)	No	1		
10		Window W16, type MA3S, overall size, 1538 x 1814mm high (Family Room)	No	1		
		EAVES , VERGES , ETC				
		"Everite Nutec" (or similar/equally approved) fascia and barge boards.				
11		12 x 225mm Fascias boards Plain (Medium Density) Grooved	m	12		
12		275 x 80mm Barge boards socketless	m	9		
		SKIRTINGS				
		SA Pine				
13		22 x 96mm Skirting suitably fixed to wall	m	60		
		BUDGETARY ALLOWANCES				

		The following Budgetary Allowances are for work to be executed by the Main Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required				
14		Allow the Budgetary Allowance of R30 000.00 (Thirty Thousand Rands) for additional general work still to be designed and will/may be carried out by the contractor	Item	1	30,000.00	30,000.00
		SECTION NO. 2 BILL NO. 8				
		Ceilings				
		PREAMBLES				
		Tenderers are advised to study the Model Preambles for Trades before pricing this bill.				
		SUPPLEMENTARY PREAMBLES				
		Descriptions				
		Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.				
		Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere.				
		Ceilings				

Ceilings and support framework are to comply with Part T of the national building regulations with tiles in compliance with Surface Fire Index Test: SANS 10177 Part 3 Class 1 and SANS 428 overall classification Class B/B1/2.

Unless otherwise described ceilings shall be deemed to be horizontal

Hangers, suspension grids, "lay-in" panels are to be in accordance with the Manufacturers' recommendations

Rates are to include for small opening in ceiling boards for fire sprinklers, down lighters, etc.

The grid shall be suspended by means of galvanised steel L-section hangers at suitable centres, securely shot-pinned or screwed to concrete, steel or wood

Steel components

All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121

Openings

Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc

CEILINGS & BULKHEADS

NAILED/SCREWED UP CEILINGS

		9.5mm "Gyproc Rhinoboard" (or similar/equally approved) fixed to "Gypframe UltraSTEEL" (or similar/equally approved) brandering at 600mm centres. All joints are to be taped over & entire ceiling finished with a 3mm skimming compound plaster and finish off with rubber float and steel trowel				
1		Ceilings fixed below roof structure	m^2	45		
		"Nutec Nu-doric" (or similar/equally approved) coved cornice				
2		75mm Cornice fixed to wall	m	55		
		<u>INSULATION</u>				
		135mm Thick high quality non-combustible light weight glasswool thermal ceiling insulation blanket faced one side with reinforced foil, laid on top of suspended ceiling with minimum R-Value of 3.46 m2.K/W. Install as per manufacturer"™s specifications				
3		Over ceilings	m^2	45		
		<u>BUDGETARY ALLOWANCES</u>				
		<u>The following Budgetary Allowances are for work to be executed by the Sub-Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required</u>				
4		Allow the Budgetary Allowance of R15 000.00 (Fifteen Thousand Rands) for additional general work still to be designed and will/may be carried out by the contractor	Item	1	15,000.00	15,000.00

		SECTION NO. 2 BILL NO. 9 **Floor Coverings** **PREAMBLES** Tenderers are advised to study the Model Preambles for Trades before pricing this bill. **SUPPLEMENTARY PREAMBLES** **Fixing** Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the Manufacturers of the flooring, linings, etc. **VINYL FLOORS** **"Legends Commercial II" (or similar/equally approved) 2.5mm glue-down luxury vinyl tile, bedded in and including all necessary pressing, sealers, etc as necessary all installed in accordance with Manufacturers instructions**					
1		On floors	m^2	77			
		SECTION NO. 2 BILL NO. 10 **Ironmongery** **PREAMBLES** Tenderers are advised to study the Model Preambles for Trades before pricing this bill. **SUPPLEMENTARY PREAMBLES**					

NOTE: Tenderers are advised to study the "Specification of the materials and methods to be used" (PW 371) before pricing this bill. Where ironmongery is described as plugged, prices are to include for screwing to and including approved patent plugs in concrete or brickwork with plaster or tiled finish

When ironmongery is referred to by a trade name or catalogue number, it may be replaced by another product of equal quality with the prior approval of the Representative/Agent.

Finishes to ironmongery

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:SS Stainless SteelBS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded

Unless otherwise stated ironmongery is to be the Manufacturer's standard corrosion resistant ironmongery for the particular product ranges.

Installed to Architects specification

Surface finishes should be restricted to polished chrome or satin chrome on all approved ironmongery for external and internal doors "⍰“ unless otherwise stated.

All locks to be provided with two keys per door with a master and grand master key operation set submitted to the Principal Agent

		Door closers to comply with SANS 1510 Padlocks to comply with SANS 1533 Fasteners to comply with SANS 1700 Fix all ironmongery with matching screws. Ease and adjust locks on completion.				
		<u>SUPPLY AND INSTALLATION OF IRONMONGERY</u>				
		"QS" or similar approved ironmongery fix to timber doors				
1		Stainless steel 3 lever lockset including cylinder complete	No	13		
2		"Pello" stainless steel form lever handle on rose with escutcheons (pair)	No	13		
3		100 x 76 x 3mm stainless steel door hinges (set of 3 hinges per door)	Sets	13		
		<u>BATHROOM FITTINGS</u>				
4		Wall mounted stainless steel soap holder plugged and screwed to the wall with stainless steel screws.	No	1		
5		Wall mounted stainless steel bathroom set comprising of toilet roll holder, towel rack/rings, coat hooks, plugged and screwed to the wall with stainless steel screws.	No	2		
6		"Portofino Vittoria" (or similar/equally approved) stainless steel tissue paper ring suitably fixed to wall with stainless steel screws (Code: TVPTVT60/SS)	No	1		
7		"Portofino Vittoria" (or similar/equally approved) 800mm stainless steel double towel rail suitably fixed to wall with stainless steel screws (Code: TVPTVT30D/SS) in colour chrome	No	1		
		<u>SECTION NO. 2 BILL NO. 11</u>				

		Metalwork **PREAMBLES** Tenderers are advised to study the Model Preambles for Trades before pricing this bill. **SUPPLEMENTARY PREAMBLES** **Descriptions of bolts, anchors, etc** Descriptions of bolts shall be deemed to include nuts and washers Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres **MILD STEEL HANDRAILING & BALUSTRADING** **Stainless steel balustrade and handrails** Stainless steel welded and bolted balustrades fixed to concrete floors/beams horizontal and sloping to staircases as per Architects detail and specification					
	1	ï,·Stanchion post - size approximately 38mm diameter x 1000mm high x 2.5mm thick circular hollow section at 1250mm centres, " including 9 holes for cables to pass through ï,·Top Plate/Cap - cap plate welded to posts to match & fit post size ï,·Base Plate - size approximately 70mm diameter x 10mm thick stainless steel base plate with 2 fixing holes welded to post and fixed to floors/stairs with M30 hexagon fasteners ï,·Stainless steel cables - 10mm diameter cable 90mm apart and secured taut ï,·Handrail - size approximately	m	50			

		40mm diameter x 2.5mm thick hot rolled hollow section welded to sanction post				
2		Ditto but fixed sloping	m	2		
3		Extra over for intersections, bends and ends	No	14		
		Galvanised Handrails				
		60mm Diameter round top galvanised handrail fixed to 20mm diameter fixing rod (all primed and painted, colour to match existing balustrades) approximately 1000mm above ground level. Rods to be fixed to wall with grout at 700mm centres				
4		Handrails fixed sloping approximately 1000mm high above ground	m	21		
5		Extra over for intersections, bends and ends	No	9		
		PURPOSE MADE PARAPLEGIC RAILS				
		Grade 304 18/10 stainless steel				
6		Paraplegic fold up grab rail with hinged support leg, plugged and screwed to wall with stainless steel screws.	No	1		
7		Paraplegic straight grab rail, overall size 915mm long, plugged and screwed to wall with stainless steel screws.	No	1		

8	Paraplegic straight grab rail, overall size 600mm long, plugged and screwed to wall with stainless steel screws.	No	2		
9	Paraplegic straight grab rail, overall size 1000mm long, plugged and screwed to wall with stainless steel screws.	No	2		
10	Paraplegic straight grab rail, overall size 1350mm long, plugged and screwed to wall with stainless steel screws.	No	1		
	SUNDRIES				
	Corner Protectors				
11	20 x 20 x 1.6mm Thick 1000mm high grade 304 stainless steel corner protection plates with "± 30mm long stainless steel countersunk screws 300mm centres fixed to brickwork or concrete in polished satin finish to be glued with epoxy to all exposed wall corners as per Architect's detail and specification	No	22		
	BUDGETARY ALLOWANCES				
	The following Budgetary Allowances are for work to be executed by the Sub-Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required				
12	Allow the Budgetary Allowance of R2 500.00 (Two Thousand Five Hundred Rands) mild steel grating to shower entrance	Item	1	2,500.00	2,500.00
	SECTION NO. 2 BILL NO. 12				
	Plastering				

		PREAMBLES Tenderers are advised to study the Model Preambles for Trades before pricing this bill. **SUPPLEMENTARY PREAMBLES** All floors/screeds to be laid according to SABS 0155 - 1980 Accuracy in Buildings and SABS 0155-1980. **Plaster type** Plaster to be Class II mix Cement must be common cement to comply with SABS ENV 197-1, strength class 32,5 Sand must comply with SABS 1090, of internal type for internal plaster. **Surface preparation** Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser hygrometer (or equivalent), of BD 2 scale-12% or less **SCREEDS** **Screed (1:4) steel trowelled to a true, smooth and even surface as per Architects detail, specification and approval**					
1		25mm Thick on floors and landings	m^2	214			
2		25mm Thick on treads and risers of stairs	m^2	2			
3		25mm Thick on ramps	m^2	49			

		SELF-LEVELLING SCREED					
		"TAL" (or similar/equally approved) 5mm thick self levelling cementitious screed including applying two coats 0.8mm "Cretecote" (or similar/equally approved) to obtain level surface to receive floor finish all in accordance with manufacturers specifications					
	4	On concrete surfaces	m^2	77			
		INTERNAL PLASTER					
		Apply one coat 15mm thick steel floated sand/cement plaster and apply one coat gypsum skim plaster (minimum thickness of 3mm and to a maximum thickness of 6mm) finished of with a steel trowel as per Architects detail, specification and approval					
	5	On internal walls	m^2	44			
		Apply on coat 15mm Thick cement plaster on brickwork to receive tiling as per Architects detail, specification and approval					
	6	On walls to receive tiling	m^2	24			
	7	On narrow widths to receive tiling	m^2	1			
		3mm to 6mm Thick Gypsum skim plaster, finished off with rubber float and steel trowel as per Architects detail, specification and approval					
	8	On existing ceilings	m^2	205			
		EXTERNAL PLASTER					
		Apply on coat 15mm thick wood floated sand/cement plaster all as per Architects detail, specification and					

		approval					
9		On Walls	m^2	7			
10		On narrow widths	m^2	4			
		SECTION NO. 2 BILL NO. 13					
		Tiling					
		PREAMBLES					
		Tenderers are advised to study the Model Preambles for Trades before pricing this bill.					
		SUPPLEMENTARY PREAMBLES					
		Patterns					
		Unless otherwise described, tiles shall be laid with continuous joints in both directions					
		Fixing					
		Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding					
		Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat					
		Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as					

		recommended by the Manufacturer of the tiles					
		Sealant					
		Rates to include for white silicone sealant to be applied between all sanitary fittings and tile finishes					
		<u>WALL TILING</u>					
		100 x 200mm Thick "Valencia" (or similar/equally approved) bevelled glossy white ceramic subway wall tiles fixed to internal steel floated wall plaster with "TAL" (or similar/equally approved) tile adhesive mixed with "TAL" (or similar/equally approved) bonding liquid lieu of water with 3mm joints continuous in both directions and grouted with "TAL" (or similar/equally approved) white anti-bacterial and chemical resistant epoxy tile grout, excess grout on the surface					
1		Splashback to walls	m^2	3			
		600 x 300mm full bodied porcelain wall tiles (PC amount R 250.00 / m2, excluding VAT, but including delivery) fixed to plastered walls with "TAL" (or similar/equally approved) porcelain tile adhesive mixed with "TAL" (or similar/equally approved) bonding liquid in lieu of water. Tiling to have 3mm joints continuous in both directions and grouted with "TAL" (or similar/equally approved) light grey anti bacterial & chemical resistant epoxy tile grout					
2		On walls	m^2	22			
3		On walls to narrow widths	m^2	1			

		<u>FLOOR TILING</u>					
		600 x 600mm (Minimum slip-resistance of r=11) full bodied porcelain floor tiles (PC amount R 250.00 / m2, excluding VAT, but including delivery) fixed to floor screed with "TAL" (or similar/equally approved) porcelain tile adhesive mixed with "TAL" (or similar/equally approved) bonding liquid in lieu of water, to minimum 1:50 falls with 3mm joints continuous in both directions and grouted with "TAL" (or similar/equally approved) light grey anti bacterial & chemical resistant epoxy tile grout					
4		On floors	m^2	172			
5		100mm High cut skirting tile	m	139			
		300 x 300mm Glossy Nero mesh backed ceramic mosaic tiles fixed to floor screed with approved tile adhesive mixed with approved bonding liquid in lieu of water with 3mm joints continuous in one direction and half length staggered in the other direction and grouted with dark grey approved anti bacterial and chemical resistant epoxy tile grout.					
6		On shower floors	m^2	2			
		Sundries					
7		Brushed aluminum transition straight edge trim size approximately 5mm wide x thickness of tile to door thresholds as per Architects detail and specification	m	5			
8		Brushed aluminum straight edge trim size approximately 10/12mm wide x thickness of tile to exposed wall tile edges, corners, etc. as per Architects	m	155			

		detail and specification					
9		Brushed aluminum stair nosing size approximately 50 x 30mm with anti-slip black band in continuous lengths on staircase treads, plugged and screwed to the floor with countersunk stainless steel screws all as per Architects detail and specification	m	2			
		SECTION NO. 2 BILL NO. 14					
		Plumbing & Drainage					
		PREAMBLES					
		Tenderers are advised to study the Model Preambles for Trades before pricing this bill.					
		SUPPLEMENTARY PREAMBLES					
		Sealing of edges					
		Outer edges of sinks, basins, baths, urinals are to be sealed against adjacent surfaces with approved mould resistant silicone					
		Disinfection of water pipework					
		Water pipework is to be disinfected at completion in accordance with SABS 1200L					
		General					
		Descriptions of WC pans, slop hoppers shall be deemed to include for joints to soil pipes (pan connectors are separately measured)					

Rates to allow for cutting through counter tops, vanity tops etc. for placing of fittings/equipment where required

As-built drawings

Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the Principal Agent for reproducing onto the originals for handing over to the Employer

Minimum Warranties

20 years taps & mixers, wastes, capillary and compression fittings 5 years shower heads 2 years electronic mixers components and valves 2 years valves (geyser and toilet) 10 years on all baths, shower trays and vanities 10 years on all sanitaryware 6 months on all toilet seats

PVC-U pressure pipes and fittings

Pipes of 50mm diameter and smaller shall be plain ended with solvent welded PVC-U loose sockets and fittings Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be PVC-U and all other fittings shall be cast iron, all with similar push-in type joints

PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

High density polyethylene (HDPe)

pipes and fittings

Pipes shall be type IV and of the class specified with compression fittings

Polypropylene pipes

Polypropylene pipes 54mm diameter and smaller shall be seamless copper colored Class 16 pipes jointed with heat welded thermoplastic or where so described compression fittings Pipes shall be firmly fixed to walls, etc with colored nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions

Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Capillary solder fittings shall comply with ISO 2016

Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding

1000mm below suspension level

Paper wrapping to pipes

Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings

Laying, backfilling, bedding, etc of pipes

Pipes shall be laid and bedded in accordance with Manufacturers' instructions and trenches shall be carefully backfilled

Where no Manufacturers' instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001

RAINWATER DISPOSAL

Rates for gutters and downpipes shall include all brackets, clips, holder bats, internal & external corners, etc. unless specifically measured Gutter brackets to be fixed through sheet metal fascia into purlin. If this is not achieved, brackets to be gutter bolted to fascia. Downpipes to be fixed to walls or steel columns with rectangular holder bats every 1m. Gutters and downpipes to be installed by an approved rainwater goods installer. Rainwater goods installer to confirm all sizes of gutters and downpipes in relation to roof area served prior to manufacture and installation.

		Seamless and continuous extruded powder coated galvanised steel gutters and downpipes 0.80mm thick with metallic coating Z200 (minimum 200g/m2 coating mass), Grade G550 (minimum yield strength 550 MPa), super polyester paint system, 25um on topside and 10um on reverse side to match colour of roof sheeting installed all in accordance with manufacturer's recommendations				
1		250 x 150mm Roof gutters with beaded front edge	m	12		
2		Extra over 250 x 150mm gutter for stopped end	No	2		
3		Extra over 250 x 150mm gutter for outlet for 100 x 100mm downpipe	No	2		
4		100 x 100mm Rainwater downpipes	m	6		
5		Extra over 100 x 100mm rainwater downpipe for offset	No	2		
6		Extra over 100 x 100mm rainwater downpipe for shoe	No	2		
		<u>NEW SANITARY FITTINGS</u>				
		All fittings to be installed in strict accordance with Manufacturer's and Architects' specifications				
		Wash hand basin				
7		525 x 405mm "Duravit Soleil by Starck" (or similar/equally approved) undermount sink vanity basin (Model-No. 0397490017) in colour "White Alpine"	No	2		

		Water closet				
8		370 x 700mm "Duravit Durastyle" (or similar/equally approved) wall-mounted washdown mode rimless water closet, suitable for barrier-free applications (Model-No. 2559092000) in colour "White Alpine"	No	1		
9		379 x 507mm "Duravit DuraStyle" (or similar/equally approved) elongated toilet seat, with stainless steel hinges and no soft close mechanism (Model-No. 0062310000) in colour "White High Gloss"	No	1		
10		246 x 164 x13mm "Geberit Sigma01" (or similar/equally approved) actuator plate for dual flush, round (Code: 115.770.21.5) in colour Chrome/Glossy	No	1		
11		1080mm "Geberit Kombifix" (or similar/equally approved) concealed cistern for wall hung water closet (Code: 110.360.00.5)	No	1		
		Kitchen sink				
12		1200 x 535mm "Franke Trendline 721 DEB" (or similar/equally approved" brushed stainless steel double bowl drop in sink	No	1		
		Bath				
13		1800 x 800mm "Duravit Happy D.2" freestanding bathtub for left corner installation (Model-No. 700316) in colour "White Alpin"	No	1		
		<u>TAPS, VALVES, ETC</u>				
		Taps & mixers				

14	"Hansgrohe Decor" (or similar/equally approved) chrome single lever basin mixer with extra long handle without waste set	No	2			
15	"Hansgrohe Metropol" (or similar/equally approved) chrome single lever bath mixer for exposed installation including hand shower	No	1			
16	"Hansgrohe" (or similar/equally approved) chrome 2jet single lever kitchen mixer 220 with pull-out spray	No	1			
17	"Hansgrohe Crometta S 240 1jet Showerpipe" (or similar/equally approved) chrome combination shower mixer with exposed thermostat.	No	1			
	Valves					
18	Angle-regulating valves	No	9			
	<u>TRAPS ETC</u>					
	uPVC					
19	32 x 40mm Reseal "P" or "S" trap	No	2			
	Stainless steel					
20	500mm Shower channel trap. (PC amount R 1500.00 excluding VAT, but including delivery)	No	1			
	Chrome					
21	"Hansgrohe" (or similar/eqaully approved) cup-shaped bottle trap	No	1			
22	"Duravit Quadroval" (or similar/equally approved) waste and overflor for "Happy D.2" bath	m	1			
	<u>WASTE UNIONS ETC</u>					

23	"Hansgrohe" (or similar/equally approved) pop up chrome waste set for wash hand basin	No	1			
	<u>EXISTING SANITARY FITTINGS</u>					
	Take from store and reinstall					
24	Kitchen sink and wall mounted sink mixer	No	1			
	<u>SANITARY PLUMBING & WATER SUPPLY</u>					
	Sanitary plumbing & water supply (measured per point)					
	Provide all necessary in class II copper piping, branches, pipe fittings, valves as required for cold water supply from existing water supply point in the kitchen to the following sanitary fittings, complete					
	Provide 50mm PVC waste piping to the following sanitary fittings to be discharged into existing gulley, including any necessary fittings					
25	Kitchen sink with cold and hot water supply	No	1			
26	WC with cold water supply	No	1			
27	Wash hand basin with cold and hot water supply	No	2			
28	Shower with cold and hot water supply	No	1			
29	Bath with cold and hot water supply	No	1			
	<u>TESTING</u>					
30	Allow for testing the whole of the sanitary plumbing installation to the	Item	1			

		approval of the Representative/Agent				
		BUDGETARY ALLOWANCES				
		The following Budgetary Allowances are for work to be executed by the Main Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required				
31		Allow the budgetary allowance of R30 000.00 (Thirty Thousand Rands) for additional general work including any connections to services from the building still to be designed and will/may be carried out by the contractor	Item	1	30,000.00	30,000.00
		SECTION NO. 2 BILL NO. 15				
		Glazing				
		PREAMBLES				
		Tenderers are advised to study the Model Preambles for Trades before pricing this bill.				
		SUPPLEMENTARY PREAMBLES				
		All glazing to be in accordance with NBR Part N Schedule 1 and SABS 0137				
		MIRRORS				

		Mirror, glazed in accordance with NBR N Schedule 1 and SABS 0137Framed with 30x30x3mm thick powder coated aluminium frame, colour to architects approval. 4mm Silvered float glass copper backed mirrors with 10 mm bevelled and polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete. Size 400 x 800mm high **4mm Silvered float glass copper backed mirrors with polished edges holed for and fixed with stainless steel screws and chrome caps with rubber buffers to plugs in brickwork or concrete**					
1		Mirror, size 1440 x 890mm high	No	1			
		<u>SECTION NO. 2 BILL NO. 16</u> **<u>Paintwork</u>** **<u>PREAMBLES</u>** Tenderers are advised to study the Model Preambles for Trades before pricing this bill. **<u>SUPPLEMENTARY PREAMBLES</u>** All surfaces to be thoroughly prepared according to Manufacturers' specifications. The quality of all preparation work and individual coats shall be to the satisfaction of the Architect (or his appointed representative) before any successive paintwork is undertaken. All paint to new and existing surfaces are to be painted with paint approved by Architect					

Plastered surfaces, etc.

Plastered surfaces shall be thoroughly inspected and, if necessary, washed down and brushed in order to remove any traces of efflorescence and allowed to dry completely before any paint finish is applied. Before any paint is applied, holes, cracks and irregularities in plaster and other surfaces shall be filled with a suitable filler and finished smooth. Unfinished concrete surfaces shall have all projections rubbed off and shall be thoroughly cleaned with a spirits-of-salts solution (1 part concentrated spirits-of-salts to 4 parts water).

All primers, undercoats and finishing coats, together with paint specifications, to be strictly according to Plascon (or similar approved by Architect in writing) specifications

Plaster board surfaces

All surfaces must be clean, and sound dry before painting. Spot prime nail heads with METALCARE MILD STEEL PRIMER (UC 501). Fill nail holes and other defects. Spot prime with PLASTER PRIMER (UC 56). Remove and mould with household bleach solution and rinse off with fresh water.

Previously painted plastered surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth

Previously painted plasterboard surfaces Surfaces shall be thoroughly cleaned before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth. Steel H-strips and nails to be reprimed with calcium plumbate primer.

Previously painted metal surfaces

Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.

Previously painted wood surfaces

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth. Existing wood surfaces to be stripped, neutralised, sanded and treated.

PAINTWORK TO NEW WORK

ON SKIMMED PLASTER

		Prepare surface, apply one coat "Plascon" (or similar/equally approved) alkali resistant primer, one coat "Plascon" (or similar/equally approved) universal undercoat and finish with two coats of "Plascon Double Velvet Pure" (or similar/equally approved) lowsheen interior PVA paint in compliance with SANS specifications (paint colour: Light Grey Antique Pearl GR-Y05 on:					
1		Internal walls	m^2	44			
		<u>ON FLOATED PLASTER</u>					
		Prepare surface, apply one coat "Plascon" (or similar/equally approved) alkali resistant primer, one coat "Plascon" (or similar/equally approved) universal undercoat and finish with two coats of "Plascon Micatex" (or similar/equally approved) lowsheen exterior PVA paint in compliance with SANS specifications (paint colour: light grey Bantry Cream GR-Y02 on:					
2		External walls	m^2	7			
		<u>ON PLASTERBOARD</u>					
		Prepare surface, apply one coat "Plascon" (or similar/equally approved) alkali resistant primer, one coat "Plascon" (or similar/equally approved) universal undercoat and finish with one coat of "Plascon One Coat Ceiling Paint" (or similar/equally approved) lowsheen interior PVA paint in compliance with SANS specifications (paint colour: White Bantry Cream GR-Y02 on:					
3		Plasterboard ceilings	m^2	45			

4		Cornices not exceeding 300mm girth **Prepare surface, apply one coat "Plascon" (or similar/equally approved) alkali resistant primer, one coat "Plascon" (or similar/equally approved) universal undercoat and finish with two coats of "Plascon Micatex" (or similar/equally approved) lowsheen exterior PVA paint in compliance with SANS specifications (paint colour: light grey Bantry Cream GR-Y02 on:**	m	55		
5		Fascias and barge boards not exceeding 300mm girth **<u>ON WOOD</u>** **Prepare surface, apply one coat timber primer, one coat universal undercoat and finish with two coats of "Plascon" (or similar/equally approved) gloss enamel paint**	m	21		
6		Doors	m^2	34		
7		Door frames **Prepare surface, apply one coat pretreatment, and finish with two coats of "Plascon Woodcare" (or similar/equally approved) UV resistant interior/exterior vanish**	m^2	7		
8		Windows **Prepare surface, apply one coat timber primer, and finish with two coats enamel paint (paint colour: white)**	m^2	24		
9		On timber skirtings **<u>PAINTWORK TO PREVIOUSLY PAINTED SURFACES</u>**	m	60		

		<u>ON SKIMMED PLASTER</u> **Prepare surface, apply one coat "Plascon" (or similar/equally approved) alkali resistant primer, one coat "Plascon" (or similar/equally approved) universal undercoat and finish with two coats of "Plascon Double Velvet Pure" (or similar/equally approved) lowsheen interior PVA paint in compliance with SANS specifications (paint colour: Light Grey Antique Pearl GR-Y05 on:**				
10		Internal walls	m^2	603		
		<u>ON FLOATED PLASTER</u> **Prepare surface, apply one coat "Plascon" (or similar/equally approved) alkali resistant primer, one coat "Plascon" (or similar/equally approved) universal undercoat and finish with two coats of "Plascon Micatex" (or similar/equally approved) lowsheen exterior PVA paint in compliance with SANS specifications (paint colour: light grey Bantry Cream GR-Y02 on:**				
11		External walls	m^2	601		
		<u>ON WOOD</u> **Prepare surface, apply one coat pretreatment, and finish with two coats "Van Acht V-Coat" (or similar/equally approved) penetrating wood sealer**				
12		Windows	m^2	94		
		Prepare surface, apply one coat timber primer, and finish with two coats of "Plascon" (or similar/equally approved) PVA paint				

13		Doors	m^2	5		
		ON METAL				
14		On windows	m^2	3		
		ON PLASTERBOARD				
		Prepare surface, apply one coat "Plascon" (or similar/equally approved) alkali resistant primer, one coat "Plascon" (or similar/equally approved) universal undercoat and finish with one coat of "Plascon One Coat Ceiling Paint" (or similar/equally approved) lowsheen interior PVA paint in compliance with SANS specifications (paint colour: White Bantry Cream GR-Y02 on:				
15		Plasterboard ceilings	m^2	205		
16		Cornices not exceeding 300mm girth	m	210		
1		**Alterations**	**Page**	**29**	**0.00**	**0.00**
2		**Earthworks**	**Page**	**34**	**0.00**	**0.00**
3		**Concrete, Formwork & Reinforcement**	**Page**	**40**	**0.00**	**50,000.00**
4		**Masonry**	**Page**	**44**	**0.00**	**0.00**
5		**Waterproofing**	**Page**	**47**	**0.00**	**0.00**
6		**Roof Coverings**	**Page**	**51**	**0.00**	**20,000.00**
7		**Carpentry & Joinery**	**Page**	**57**	**0.00**	**30,000.00**
8		**Ceilings**	**Page**	**61**	**0.00**	**15,000.00**
9		**Floor Coverings**	**Page**	**62**	**0.00**	**0.00**
10		**Ironmongery**	**Page**	**65**	**0.00**	**0.00**

11		**Metalwork**	**Page**	**69**	**0.00**	**2,500.00**
12		**Plastering**	**Page**	**72**	**0.00**	**0.00**
13		**Tiling**	**Page**	**76**	**0.00**	**0.00**
14		**Plumbing & Drainage**	**Page**	**84**	**0.00**	**30,000.00**
15		**Glazing**	**Page**	**85**	**0.00**	**0.00**
16		**Paintwork**	**Page**	**91**	**0.00**	**0.00**
		SECTION NO. 3 BILL NO. 1 **SITEWORKS** **PREAMBLES** Tenderers are advised to study the Model Preambles for Trades before pricing this bill. **SUPPLEMENTARY PREAMBLES** **Nature of ground** A soils investigation has not been carried out on site **Carting away of excavated material** Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site **Subterranean water** No information regarding subterranean water is available. The tenderer must acquaint himself of the presence and depth of subterranean water and allow				

therefore in his prices.

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

Filling and layer work materials

References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14:1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter

Testing

Descriptions & prices for earth filling, compaction, etc. are deemed to include for all necessary density and other testing required in accordance with the SABS 1200 series and Engineer's specifications

SITE CLEARANCE ETC

Site clearance

1	Carefully digging and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, including bushes, etc., allowing for identified plants and vegetation to be set aside and preserved for replanting or reuse as directed.	m^2	66			
2	Stripping average 150mm thick layer of top soil and depositing material in prescribed stock piles on site	m^2	110			
	<u>BULK EXCAVATION, FILLING, ETC</u>					
	Open face excavation in earth over sloping site					
3	Open face excavation	m^3	5			
	Extra over bulk excavation in earth for breaking up and removing					
4	Soft rock	m^3	1			
5	Hard rock	m^3	0			
	Extra over all excavations for carting away					
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m^3	5			
	<u>LAYERWORKS</u>					
	G7 Earth filling supplied by the contractor compacted to 95% Mod AASHTO density, to Engineers approval					
7	Bottom and side of ramps, etc.	m^3	2			
	<u>METAL FENCING</u>					

		Mesh Fencing				
8		1200mm High steel permeable mesh fencing. Fencing post to be galvanized taper locking post sealed with steel cap at 2900mm c/c with a 4mm diameter vertical and 3mm diameter horizontal mesh. Each mesh panel to be 2900 x 1200mm and include 600mm under dig/ anti-burrow mesh extention similar to fence in all aspects. Mesh panel to be fixed to post with single and double galvanized clamps. All to be galvanised then powder coated colour: TBC. Post to be supplied from manufacturer with a base plate and fixed to 400 x 400 x 600mm 25Mpa concrete base (Contractor is to allow for the cost of concrete bases here) All in accordance with Manufacturer's instructions and Architect's details	m	31		
		Pedestrian Gates to match fencing				
9		1200mm wide x 1200mm high mild steel pedestrian gate including "Tri-Mag 5.0" or (similar/equally approved) pool safety gate latch with 100 x 50mm rectangular tubing frame. Frame infill panel to be 4mm diameter vertical and 3mm diameter horizontal mesh with openings of 76 x 12mm. The mesh panel shall be reinforced with 4 x 50mm deep V-formation horizontal recessed bands. All to be galvanised then powder coated colour: TBC. All as per Architect's details and specifications.	No	1		
		<u>BUDGETARY ALLOWANCES</u>				
		The following Budgetary Allowances are for work to be executed by the Sub-Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required				

10		Allow the Budgetary Allowance of R2 500.00 (Two Thousand Five Hundred Rands) for replanting of plants and vegetation set aside in new position as directed	Item	1	2,500.00	2,500.00
		SECTION NO. 3 BILL NO. 2				
		STORMWATER DRAINAGE				
		SUPPLEMENTARY PREAMBLES				
		Concrete pipes: interlocking joints				
		Pipes shall be jointed with interlocking joints with rubber collars or socket and spigot joints with rubber rings.				
		uPVC pipes and fittings				
		Soil, waste pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be PVC-U fittings all with similar push-in type joints				
		Exposed concrete surfaces				
		Exposed surfaces of concrete storm water channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catch pits, inspection chambers, etc. shall be finished smooth with plaster.				
		Nature of ground				
		A soils investigation has been carried out on site by the engineer and the report is available upon request. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are				

separately measured

Subterranean water

The tenderer must acquaint himself of the presence and depth of subterranean water and allow therefore in his prices.

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and disposing of same from site.

Filling and layer work materials

References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.

		Where no manufacturer's instructions exist pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following: SABS 1200 L: Medium pressure pipelines LD: Sewers LE: Storm water drainage Pipe trenches, etc shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB: Earthworks (Pipe trenches) Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB: Bedding (Pipes) Unless otherwise described bedding of rigid pipes shall be Class B bedding. Selected granular bedding and cradle material in 150mm layers 100 mm below pipe and 200mm above the pipe, compacted to 90% MOD AASHTO. Selected backfill blanket is above the bedding in 150mm layers compacted to 90% MOD AASHTO. Approved backfill 150mm layers compacted to 90% MOD AASHTO. **General** Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, selected backfilling material, risk of collapse, working space, compaction to a minimum of 95% Mod AASHTO density in layers of 150mm and disposal of surplus material on site **As-built drawings**					

		Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)				
		<u>STORM WATER DRAINAGE</u>				
		uPVC Class 400 pipes with socketed joints				
1		2 x 100mm uPVC Class 400 drainage pipes (pipes complete with couplings, spigots, sockets, fittings, adapters, etc,) laid in trenches not exceeding 1000m deep including all sockets, fittings, adapters, excavation, bedding, backfilling and compaction and disposal of surplus material	m	15		
		Extra over uPVC Class 400 pipes for fittings in trenches				
2		110mm Bend	No	2		
		Excavate and build catchpits and grid inlets				

	3	Excavate in compacted earth for building up grid inlet, size approximately 900 x 900mm not exceeding 1000mm deep internally with 230mm brick wall sides in engineering bricks built on and including 150mm thick, 25Mpa in-situ concrete base with ref. 245 mesh reinforcement, on 1:5 cement mortar, benching to bottom in 15Mpa concrete finished off smooth with a steel trowel and fitted with & including 25Mpa reinforced (mesh ref. 395) concrete dished cover slab approximately 900 x 900mm finished with steel trowel, including 520 x 790mm heavy duty grating and frame, frame cast into 1:10 sloping reinforced concrete surround with step irons to SABS 1247 fixed to brickwork at 300c/c including leaving or forming opening in brickwork for 2No. 375/450mm diameter outlets including all excavations, backfilling, de-watering, risk of collapse, formwork, reinforcing, etc. all as per engineers detail and specification	No	2			
		<u>SECTION NO. 3 BILL NO. 3</u>					
		<u>ROADWORK, PAVING & APRONS</u>					
		<u>SUPPLEMENTARY PREAMBLES</u>					
		Nature of ground					
		A soils investigation has not been carried out on site					
		Carting away of excavated material					
		Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and disposing of same from site					

Subterranean water

No information regarding subterranean water is available. The tenderer must acquaint himself of the presence and depth of subterranean water and allow therefore in his prices.

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

Filling and layer work materials

References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter

Testing

Prices for filling are to include for all necessary density and other tests

General

Where kerb-stones, blocks, etc are laid in ground descriptions shall be deemed to include necessary excavation, filling in and ramming

EXCAVATION, FILLING, ETC. OTHER THAN BULK

		Excavation in compacted earth not exceeding 2m deep				
1		Reduce levels	m^3	37		
		Extra over all excavations for carting away				
2		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m^3	37		
		Compaction of surfaces				
3		Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m^2	244		
		Selected earth filling obtained from the excavations compacted to 95% Mod AASHTO density, including haulage not exceeding 500m from perimeter of excavations				
4		Under floors, steps, ramps, paving etc.	m^3	37		
		G7 Earth filling supplied by the contractor and compacted to 95% Mod AASHTO density				
5		Under floors, steps, ramps, pavings, etc	m^3	37		
		Prescribed density tests on filling (Additional tests required by the principal agent)				
6		"Modified AASHTO Density" test	No	10		
		<u>WEED KILLERS, INSECTICIDES, ETC</u>				

		Weedkiller (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weedkiller to 100 l water and applied at a rate of 10 l/m×½ Soil insecticide in accordance with SANS 5859 **Approved brand of anti-termite soil poison and weedkiller to be applied by a Registered Company and guaranteed for ten years**					
7		Under paving and concrete aprons	m^2	244			
		PAVING, KERBING AND CHANNELLING Rates for paving must include all cutting including circular cutting **"Bosun" (or similar/equally approved) interlocking concrete blocks laid in herringbone pattern, in accordance with SANS 1200 MJ and CMA Concrete Block Paving Manuals, with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on and including 20mm compacted sand bed with fine jointing sand and cement mix swept and vibrated into joints, all laid on sub-grade conforming to SANS 1200 D Degree of Accuracy 1 (layerworks elsewhere measured). Paving to be inspected and re-sanded after three months. All in accordance with the Civil Engineer"™s layout drawings and specifications**					
8		Paving to driveway	m^2	175			

		"Bosun" (or similar/equally approved) urban paver, approximate overall size, 100 x 200 x 50mm (colour: black, ebony & stone grey) laid in random pattern in accordance with SANS 1200 MJ and CMA Concrete Block Paving Manuals, with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on and including 20mm compacted sand bed with fine jointing sand and cement mix swept and vibrated into joints, all laid on sub-grade conforming to SANS 1200 D Degree of Accuracy 1 (layerworks elsewhere measured). Paving to be inspected and re-sanded after three months. All in accordance with the Civil Engineer"™s layout drawings and specifications					
9		Courtyard paving	m^2	69			
		<u>KERBS to SANS 927</u>					
		Figure 3 Barrier concrete kerb, including in-situ concrete (class 25MPa/19mm stone) haunching behind kerbing at joints, with pointing on all exposed sides, including all necessary excavation, backfilling, carting away, continuous concrete haunching on curves, concrete haunching in blobs on straights, etc. Jointed & pointed in joint sealant with 10mm soft board and polyurethane sealant with approved primer					
10		Laid flat	m	35			
11		Laid flat circular on plan, not exceeding 4000mm radius	m	1			

		Figure 8c Precast concrete kerb, including in-situ concrete (class 25MPa/19mm stone) haunching behind kerbing at joints, with pointing on all exposed sides, including all necessary excavation backfilling, carting away, continuous concrete haunching on curves, concrete haunching in blobs on straights, etc. Jointed & pointed in joint sealant with 10mm soft board and polyurethane sealant with approved					
12		Laid flat		m	9		
		<u>BUDGETARY ALLOWANCES</u>					
		The following Budgetary Allowances are for work to be executed by the Main Contractor or specialist suppliers and priced at Bill rates or rates to be agreed and to be used as directed by the Principal Agent and to be deducted in whole or in part if not required					
13		Allow the Budgetary Allowance of R20 000.00 (Twenty Thousand Rands) for additional general work sill to be designed and will/may be carried out by the contractor		Item	1	20,000.00	20,000.00
1		**Siteworks**		**Page**	**96**	**0.00**	**2,500.00**
2		**Stormwater Drainage**		**Page**	**101**	**0.00**	**0.00**
3		**Roadwork, Paving & Aprons**		**Page**	**107**	**0.00**	**20,000.00**
		<u>SECTION NO. 4 BILL NO. 1</u>					
		<u>PROVISIONAL SUMS</u>					

		The following Provisional Sums are all NET amounts and are for work to be executed complete by Nominated/Selected Sub-Contractors or by the Contractor himself. Provisional Sums may be omitted or reduced at the Employers's/Principal Agent's sole discretion and the contractor shall not be entitled to claim for any loss by way of reductions or omissions of any discount, or percentage relating to Provisional Sums or P.C. amounts or any loss of profit related thereto. The Employer shall also have the right to send onto the works and install any furniture, finishings or fitments, machinery, equipment, etc., and to supply and execute any other special works not contained in this contract during this contract, and the Contractor shall not be entitled to any percentage or discount thereon. The Profit and Attendance on the following items will only be paid to the Contractor should a Nominated/Selected Sub-contractor conduct the work. If the allowance is directed for work to be done by the Contractor the Attendance amounts will not be paid to the Contractor. N.B. Any builder's work that the Contractor may be called upon to do so in connection with any such special works or services will be measured and valued at schedule rates as executed. **NOMINATED SUB CONTRACTORS** **JOINERY INSTALLATION**				
	1	Provide the sum of R120 000.00 (One Hundred and Twenty Thousand Rand) for the supply and installation of joinery related items executed complete	Item	1	120,000.00	120,000.00

2		Allow for profit on above		%IT		120,000.00	0.00
3		Allow for attendance on above		%IT		120,000.00	0.00
		HIGH SECURITY DOORS					
4		Provide the sum of R150 000.00 (One Hundred and Fifty Thousand Rand) for the supply and installation of HPT high security doors executed complete		Item	1	150,000.00	150,000.00
5		Allow for profit on above		%IT		150,000.00	0.00
6		Allow for attendance on above		%IT		150,000.00	0.00
1		**PRELIMINARIES**		**Page**	**12**	**0.00**	**0.00**
2		**BUILDING WORKS**		**Page**	**92**	**0.00**	**147,500.00**
3		**EXTERNAL WORKS**		**Page**	**108**	**0.00**	**22,500.00**
4		**PROVISIONAL SUMS**		**Page**	**111**	**0.00**	**270,000.00**
		SUB TOTAL		**ST**	**0**		**440,000.00**
		ELECTRICAL INSTALLATION (CARRIED FORWARD FROM ELECTRICAL BOQ)		**Item**	**1**	**0.00**	**0.00**
		SUB TOTAL		**ST**	**0**		**440,000.00**
		CONTINGENCY		**Item**	**1**	**250,000.00**	**250,000.00**
		SUB TOTAL (EXCLUDING VAT)		**ST**	**0**		**690,000.00**
		ADD: VALUE ADDED TAX AT 15% RATE#		**TAX**	**15**		**103,500.00**
		GRAND TOTAL:					**793,500.00**

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ **[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];** and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

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

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering this contract imposed by 31 USC 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

K.3 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 exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

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

K.4 RESERVED

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is_____ *[insert NAICS code]*.
(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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 SAM 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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 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.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xv) 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.
(xvi) 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 products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product

categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[*Contracting Officer check as appropriate.*]
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (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 in SAM website accessed through https://www.sam.gov. After reviewing the SAM 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 representations(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 SAM.

(End of provision)

Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:
(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	**Size standard**
_____	_____
_____	_____
_____	_____

[*Contracting Officer to insert NAICS codes and size standards*].
(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

K.6 52.204–24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*
(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision,
the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.7 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES OR REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

K.8 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (NOV 2015)

(a) Definitions. "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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

K.9 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its principals–

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

(B) 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples*.

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

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

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

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

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror no responsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.10 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country

is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.11. 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 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.

(End of provision)

K.12 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)

K.13 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract, and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions*.**

(End of Provision)

K.14 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 No.: _____

K.15 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

"Foreign person" means any person other than a United States person as defined below.

"United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)

K.16 THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS OR QUOTERS

The Offeror should include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*

L.1 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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISION(S) IS/ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

PROVISIONS	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS–COMPETITIVE ACQUISITION (NOV 2021)
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S Consulate Contracting Officer, 1 Sandton Drive, Sandhurst, Johannesburg
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror 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 in South Africa or plans to establish an office within 30 days of contract award.

(3) The offeror shall provide proof of SAM registration to include the SAM UEI number.

(4) Demonstrated experience in projects of comparable size, complexity, and technical specialty.

(5) Provide (5) contactable references for similar projects completed within the past 5 years.

(6) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(7) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(8) The offeror's strategic plan for **complete construction** services to include but not limited to:

(a) A work plan considering all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the

listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(9) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(10) Have no adverse criminal record

(11) Have no political or business affiliation which could be considered contrary to the interests of the United States.

(12) **NHBRC** (National Home builders Registration council) registration will be considered an advantage

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

(1) Obtaining a complete set of contract drawings and specifications;

(2) Thoroughly reviewing such documents and understanding their requirements;

(3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

(4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, *Solicitation, Offer and Award (Construction, Alteration, or Repair)*, and completed Section K	
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price by Divisions of Specifications".	
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or if hand-delivered, the address set forth below (if this is left blank, the address is the same as that in Block 7 of SF-1442):

_____
_____
_____
_____

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

L.5.2 DETAILED INSTRUCTIONS

L.5.2.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.

L.5.2.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.).

L.5.2.3 Volume III: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required 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 field superintendent 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.

EXPERIENCE AND PAST PERFORMANCE - List of 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;

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

(4) Contract dollar value;

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

(6) Comparability to the work under this solicitation;

(7) Brief discussion of any major technical problems and their resolution;

(8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default)

(12) Identify any accidents or safety concerns that occurred and resolution.

L.6 52.236-27 SITE VISIT (FEB 1995)

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

(b) A site visit has been scheduled for **Tuesday, July14 at 10:00am**

(c) Participants will meet at **7 Trebyam Avenue, Edenburg, Sandton, 2128**

L.7 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Andrew Sherr, sherrak@state.gov.** 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) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: **[*Note to Contracting Officer: complete this block, not with the Government estimate, but with a range in U.S. dollars or local currency. See FAR 36.204 for instructions on how to construct the range*.]**

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 5 years[

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be no responsible.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination 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

- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

- Experience in projects of comparable size complexity and technical specialty

- References
- Adequacy of the Proposed methodology and work plan in responding to the SOW
- Technical Approach and Methodology
- Work Plan
- Proposed Schedule
- Safety Plan
- Organization and Staffing
- Financial capacity
- NHBRC registration if available

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

M.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

M.3 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.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.