

Request for Quotation Number 19WA8020Q0020 Make Ready and Repairs at a Residential Property

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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	
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A.1 VALUE ADDED TAX

Version A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

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

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

Reserved.

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D. INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

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

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

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D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "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.

D.2.2 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.

D.2.3 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.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

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

E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

- (a) commence work under this contract within **to be determined** 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 **60 calendar days**.

The time stated for completion shall include final cleanup of the premises.

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52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 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 **NAD1,200** for each calendar day of delay until the work is completed or accepted.

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

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "**7 calendar 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 deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

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

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

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NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

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NOTICE TO PROCEED

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

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

WORKING HOURS

All work shall be performed from **07h30 to 17h00, Monday to Thursday and 07h30 to 12h15 on Friday**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held **to be determined** after contract award at **Residential Property, Windhoek** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	7 days after award	CO
Section E. Construction Schedule	1	7 days after award	COR
Section E. Preconstruction Conference	1	2 days after award	COR
Section G. Personnel Biographies	1	7 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

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F. ADMINISTRATIVE DATA

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

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

(b) The COR for this contract is Maintenance Supervisor.

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

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

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

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.

Financial Management Office
US Embassy Windhoek,
14 Lossen Street, Ausspannplatz
Windhoek, Namibia
Email: windhoek-fmc-invoice2@state.gov

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

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G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	\$10000.00
Cumulative	Statutory, as required by host country law.
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	\$20000.00
Cumulative	Statutory, as required by host country law

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G.2.2 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.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 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.

G.2.5 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.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

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G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict 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.

G.4.1 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.

G.4.2 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.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

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G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 5 calendar days to perform. For each individual 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 resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

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

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H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, 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):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)

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52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2019)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

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52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)

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52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2018)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEPT 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

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.

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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)

652.229-71 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.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an 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.

(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

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of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), 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 parts 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,

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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 it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

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

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(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.

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

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I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Breakdown of Price by Divisions of Specifications	3
Attachment 2	Scope of Work	17

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J. QUOTATION INFORMATION

Reserved.

A. QUALIFICATIONS OF OFFERORS

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

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

B. SUBMISSION OF QUOTATIONS

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

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 1, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2

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Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

Attention: Contracting Officer
U.S. Embassy Windhoek
14 Lossen Street, Ausspannplatz
Windhoek, Namibia

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

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

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This 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;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

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

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;

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- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (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 **Thursday, July 16, 2020 at 14hoo local time.**

(c) Participants will meet at the **Residential Property, Windhoek.**

D. MAGNITUDE OF CONSTRUCTION PROJECT

Reserved.

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

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

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

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

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<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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K. EVALUATION CRITERIA

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

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

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

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

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

(a) Definitions.

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

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

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

(c) otherwise due under the contract.

(d) 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.

(e) 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.

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(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 _____
(End of provision)

52.204-8 Annual Representations and Certifications (OCT 2018)

(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 which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the 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.

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(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 \$250,000.

(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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 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.

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

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

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

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

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

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

(xiv) 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.

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

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

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

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(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 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.

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___ (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) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 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 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 representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

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L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

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

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

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

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

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

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

(End of provision)

L.4 AUTHORIZED CONTRACTOR 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:
Telephone Number:
Address:

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L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

(End of provision)

L.6. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

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(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.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SUEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(End of provision)

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ATTACHMENT #1

Breakdown of Price by Divisions of Specifications

Ref	DESCRIPTION	LABOR (NAD)	MATERIALS (NAD)	OVERHEAD (NAD)	PROFIT (NAD)	TOTAL
	<u>A. Interior Work</u>					
	<u>Entire House</u>					
1	Windows					
2	Painting (all rooms)					
3	HV AC (all rooms)					
	<u>Entrance and Hallways</u>					
1	Electrical					
2	Carpentry					
	Living room and Study					
1	Carpentry					
2	Electrical					
	Dining Room and Kitchen					
1	Carpentry					
2	Electrical					
3	Plumbing					

	Master Bedroom and Bathroom					
1	Carpentry					
2	Electrical					
3	Plumbing					
	Guest/Secondary Bedrooms					
1	Carpentry					
2	Electrical					
	Guest Bathrooms					
1	Carpentry					
2	Electrical					
	B. Exterior Work					
1	Exterior Painting					
2	Exterior Electrical					
	<u>Garage/Garage Storeroom/Outside Toilet</u>					
1	Carpentry and Repair					
2	Plumbing					
3	Electrical					
4	Painting					
	<u>Outside Flat</u>					
1	Outside Flat					
	<u>Pool Area/Braai Area</u>					
1	Pavers					
2	Thatch					
3	Slasto					
4	Roofing					

5	Electrical					
	<u>Landscaping/Masonry/Railings</u>					
1	Rear of Residence					
2	Front of Residence					
	<u>Roofing</u>					
1	Roofing					
	Clean Up/General					
	VAT					
	Total cost of all work:					

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ATTACHMENT #2

SPECIFICATIONS

LABOR and MATERIAL REQUIREMENTS

Forward

The Embassy of the United States of America, in Windhoek Namibia is soliciting labor services and materials for a Renovation and Repair project that includes carpentry, plumbing, painting, welding, electrical, and landscaping work.

SECTION 1 – GENERAL REQUIREMENTS and INFORMATION

- The contractor shall provide all materials and labor necessary for the project, unless otherwise specified.
- The provision of skilled labor means certified/trained laborers with at least three years' experience in their field, equipped with all hand/electrical tools, etc. necessary to carry out their work. Day laborers will not be accepted as "skilled labor".
- The contractor shall be responsible for the protection of furniture, appliances, and property and will be responsible for any damages to furniture, appliances, or property caused by the work.
- All electrical work in this scope is expected to meet International Building Code (IBC) standards. By accepting the contract award, the contractor assumes responsibility that all electrical work will be performed to IBC standards. Upon final completion the contractor or the contractor's electrician must provide a certificate in writing that states all electrical work has been performed according to IBC standards.
- The contractor shall furnish the following documentation at time of bid.
 - Price breakdown of work according to SOW
 - Timeline from start to completion with all step and phases included
 - Work Plan (How do you propose to complete the job step by step)
 - Certifications of skill sets for all foremen/supervisors
 - Contact information for on-site supervisor
 - Copy of insurance policy for civil liability

- Pictures and contact information of 3 references of which previous work has been completed. Previous work performed for the US Government will not be accepted as a reference.
- Written safety plan addressing safety issues specific to the site

The above documentation is mandatory at time of Bid. Otherwise contractors will be deemed “Unacceptable” and disqualified from the pool of bidders.

*****ALL** bidders should review the provided information below and be familiar with it **prior to the site visit**. Bidders should come prepared to take the necessary measurements so that they are able to submit an accurate bid by the closing date. **THERE WILL NOT BE A SECOND SITE VISIT**. The site visit will be limited to approximately 90 minutes. If there are question prior to the site visit, those should be emailed to WHKProc@state.gov so they may be shared with and answered for all participating bidders**LABOR-MATERIAL REQUIREMENTS TO PERFORM SERVICES**

SECTION 2 – INTERIOR WORK

1. Entire House

Windows -

1. Replace all windows throughout the house with aluminum framed windows. Bedroom windows must allow for a full-size adult to exit from bedrooms through the existing emergency escape door in located in the security grills.
2. All windows should be 50/50 sliding windows unless otherwise approved by the COR or the FM.
3. Windows should have fly screens. All fly screens should be on the inside. Fly screens must be secured into the frame as to not fall.

Painting (all rooms) -

1. Properly prepare all surfaces to be painted, repairing all cracks and loose plaster providing a flat and uniform surface.
2. Remove all nails and hanging hooks. Remove electrical cover plates and set aside prior to painting. Replace covers once painting is complete.
3. Remove all peeling, old, and dirty silicone and replace with new of the same color.
4. Paint all interior surfaces including hallways, bedrooms, dining rooms, common areas, more specifically to all walls, skirting, ceilings, doors, and door frames. The color used should be “broken white” and should be a water based PVA interior paint.
5. Varnish all unpainted doors and door trim. This includes the transom windows over each door.
6. Once painting is complete, thoroughly clean any excess paint from the surrounding areas.

Painting - Technical Requirements and Notes

1. Prior to painting remove all nails and hanging hooks. Remove electrical cover plates.
2. Patch all holes and cracks and properly prepare the surface before apply paint.

2. Apply a minimum of two coats on all painted surfaces. Apply additional coats as necessary to achieve a uniform color with no bleed through of patch work or previous colors.
3. Re-install electrical cover plates once final coat has dried.
4. All adjacent surfaces not being painted must be taped off where they meet the surface to be painted. Use painter's tape specifically designed for this purpose. Paint over runs, splatter, or otherwise poor workmanship will not be accepted.
5. Use of drop clothes to protect floor and carpeting is required while painting. There should be no evidence of paint splatter inside or outside once the job is complete.

HVAC (all rooms)

1. Clean and service all air conditioners ensuring that all are clean and functioning as designed.

2. Entrance and Hallways

Electrical

1. Change all light fixtures to LEDs. If dimmable, fixture should remain dimmable. New fixtures should appear aluminum or stainless steel in appearance.
2. Install an extra light at hallway entrance. The light should be the same as current hallway lights. Lights should hold three bulbs.
3. Replace all light bulbs with high wattage cool white LED bulbs
4. Chase front door light switch into wall.
5. Ensure all light switches and outlets are working. If light switches do not operate a specific light as intended, it should be removed, and a cover plate installed.
6. All cabling affixed to walls should be run in PVC cable molding.
7. All coax should be terminated within a connection box and with TV connectors where applicable.
8. All unused coax and cabling not connected or terminated should be removed.

Carpentry

1. Replace front door AND all hardware (hinges, handles, locks, etc.,) on front of home. Hardware should have a steel and of high quality. Ensure smooth and consistent operation.
2. Install/replace old weather strips on all wooden doors leading to the outside.
3. Install plexiglass on bottom half of exterior front door and industrial fly screen on top half.

3. Living Room and Study

Carpentry -

1. Replace all hardware (hinges, handles, locks, etc.,) on doors. Hardware should be steel and of high quality. Ensure smooth and consistent operation.
2. Install/replace old weather strips on all wooden doors leading to the outside.
3. Replace hardware on all cabinetry and ensure all doors stay in a closed position as intended.
4. Ensure all cabinetry edging is in good condition.
5. Ensure all drawers open smoothly and replace sliders as needed.

Electrical -

1. Change all current light fixtures to LED. If dimmable, fixture should remain dimmable. New fixtures should be aluminum or stainless steel in appearance.
2. Install new LED light in study. Light should be aluminum or stainless steel in appearance.
3. Replace all light bulbs with high wattage cool white LED bulbs
4. Ensure all light switches and outlets are working. If light switches do not operate a specific light as intended, it should be removed, and a cover plate installed.
5. All cabling affixed to walls should be run in PVC cable molding.
6. All coax should be terminated within a connection box and with TV connectors where applicable.
7. All unused coax and cabling not connected or terminated should be removed.

4. Dining Room and Kitchen

Carpentry -

1. Replace rear entry door into the kitchen. Replace all hardware (hinges, handles, locks, etc.,) as well. Hardware should be steel and of good quality. Ensure smooth and consistent operation.
2. Install/replace old weather strips on all wooden doors leading to the outside.
3. Ensure all drawers and doors open smoothly and replace sliders as needed. All doors and drawers should remain in the closed position as designed.

Electrical -

1. Change all non-LED light fixtures to LED. If dimmable, fixture should remain dimmable. New fixtures should be aluminum or stainless steel in appearance.

2. Replace all light bulbs with high wattage cool white LED bulbs
3. Ensure all light switches and outlets are working. If light switches do not operate a specific light as intended, it should be removed, and a cover plate installed.
4. Inspect main distribution panel for proper operation. Install plastic blanks in all open breaker positions.
5. All cabling affixed to walls should be run in PVC cable molding.
6. All coax should be terminated within a connection box and with TV connectors where applicable.
7. All unused coax and cabling not connected or terminated should be removed.
8. Inspect ceiling fan for proper operation.
9. Inspect clothes dryer and sure proper operation.

Plumbing -

1. Inspect kitchen sink plumbing ensuring no visible leaks and proper drainage.
2. Replace kitchen sink hardware. New hardware should be of high quality and have a stainless-steel finish.
3. Inspect plumbing for dishwasher and laundry washer to ensure no leaks and proper operation.

Master Bedroom and Bathroom

Carpentry -

1. Replace all hardware (hinges, handles, locks, etc.,) on doors. Hardware should be steel and of good quality. Ensure smooth and consistent operation.
2. Replace hardware on all cabinetry or closet doors and ensure all doors stay in a closed position as intended.
3. Ensure all cabinetry edging is in good condition.
4. Ensure all drawers open smoothly and replace sliders as needed.

Electrical - N\$_____

1. Change all light fixtures to LED. If dimmable, fixture should remain dimmable. New fixtures should be stainless steel in appearance.
2. Replace all light bulbs with high wattage cool white LED bulbs

3. Ensure all light switches and outlets are working. If light switches do not operate a specific light as intended, it should be removed, and a cover plate installed.
4. All cabling affixed to walls should be run in PVC cable molding.
5. All coax should be terminated within a connection box and with TV connectors where applicable.
6. All unused coax and cabling not connected or terminated should be removed.
7. Check and clean extractor fan.
8. Ensure bath has four globe heater units. If heater exist, ensure proper functionality. If not, install heating unit.

Plumbing

1. Check all basic plumbing and sewage for functionality.
2. Replace shower heads, hoses, and sink fixtures with new stainless-steel fixtures. New fixtures should be water efficient.
3. Replace toilet seat with new matching high quality seat.

5. **Guest/Secondary Bedrooms**

Carpentry -

1. Replace all hardware (hinges, handles, locks, etc.,) on doors. Hardware should be steel and of good quality. Ensure smooth and consistent operation.
2. Replace hardware on all cabinetry or closet doors and ensure all doors stay in a closed position as intended.
3. Ensure all cabinetry edging is in good condition.
4. Ensure all drawers open smoothly and replace sliders as needed.

Electrical -

1. Change all light fixtures to LED. If dimmable, fixture should remain dimmable. New fixtures should be stainless steel in appearance.
2. Replace all light bulbs with high wattage cool white LED bulbs
3. Ensure all light switches and outlets are working. If light switches do not operate a specific light as intended, it should be removed, and a cover plate installed.
4. All cabling affixed to walls should be run in PVC cable molding.
5. All coax should be terminated within a connection box and with TV connectors where applicable.

6. All unused coax and cabling not connected or terminated should be removed.

7. Guest Bathroom(s)

Carpentry -

1. Replace all hardware (hinges, handles, locks, etc.,) on doors. Hardware should be steel and of good quality. Ensure smooth and consistent operation.
2. Replace hardware on all cabinetry including any closets.
3. Ensure all cabinetry edging is in good condition.
4. Ensure all drawers open smoothly and replace sliders as needed.

Electrical -

1. Install new LED light fixture over sink/mirror.
2. Replace all existing light bulbs with high wattage cool white LED bulbs
3. Ensure all light switches and outlets are working. If light switches do not operate a specific light as intended, it should be removed, and a cover plate installed.
4. Check and clean extractor fan (if present).
5. Ensure bath has four globe heater units. If heater exist, ensure proper functionality. If not, install heating unit.

SECTION 3 – EXTERIOR WORK

1. Exterior Painting -

1. Contractor will furnish all paint, varnish, brushes, rollers, drop clothes and any other materials needed in achieving this work.
2. Paint should match existing.
3. Locations to be painted applies to all walls, eaves, gutter, down pipes, fascia, palisade, knotty pine, fireplace, metal rails, pool pump room, and rear security wall. Paint all extruding pipes, and channel ext. the same color as walls. If an area is not painted but is varnished, a matching varnish should be used.
4. Remove all rotten and water damaged plaster and re-plaster walls where needed.
5. Remove all nails and hanging hooks. Remove electrical cover plates and set aside prior to painting. Patch all holes and cracks. Apply a minimum of two coats on all painted surfaces. Apply additional coats as necessary to achieve a uniform color

with no bleed through of patch work or previous colors. Re-install electrical cover plates once final coat has dried.

6. Tape off any non-painted surfaces where they meet the surface to be painted. Use painter's tape specifically designed for this purpose.
7. Use of drop clothes to protect floor and carpeting is required while painting.
8. Newly painted surfaces should look the same as surrounding surface.

2. Exterior Electrical -

1. Verify that all security lights are in working condition as well as all day/night switches. Replace if needed.
2. All sun burned; environmentally damaged coax cable should be replaced.
3. No coax or cabling should run openly on top of roof.
4. All coax and cabling clipped to walls should run in PVC channel.
5. All coax should be terminated with a connection box and TV connectors where applicable.
6. All unused coax and cabling not connected or terminated should be removed.
7. Coax should zip tied down in areas where cable channel cannot be installed.

3. Garage/Garage Storeroom/Outside Toilet

Carpentry and Repair -

1. Check garage doors for smooth operation. Replace hardware as needed to ensure proper operation.
2. Check garage door opener for proper operation. Ensure the motor and track are tight and in good working order.
3. Install/replace old weather stripping around garage door(s).
4. Replace all hardware (hinges, handles, locks, etc.,) on doors. Hardware should be steel and of good quality. Ensure smooth and consistent operation.
5. Remove all wooden shelving and closets in both storerooms.
6. Install heavy duty metal storage shelving in storeroom to the right and fasten shelving to the wall.
7. Clean garage floor and floor in front of exterior bathroom and repair all cracks. Epoxy the floors with color chosen by COR. Epoxy should have anti-slip grit added before application.

8. Once work is finished, fully clean entire garage removing all dirt, debris, cobwebs, and make neat.

Plumbing -

1. Replace the cracked sink and fixtures. Fixtures should be steel and of good quality.
2. Replace toilet and sink in outside bathroom.
3. Check all basic plumbing and sewage for functionality.

Electrical -

1. Install new LED overhead light fixtures in garage. Fixtures must have covers over lamps.
2. Remove fan from small storeroom, install new overhead light.
3. Install new lighting in outside toilet.
4. Replace all remaining light bulbs with high wattage cool white LED bulbs
5. Ensure all light switches and outlets are working. If light switches do not operate a specific light as intended, it should be removed, and a cover plate installed.

Painting -

1. Properly prepare all surfaces to be painted, repairing all cracks and loose plaster providing a flat and uniform surface.
2. Remove all nails and hanging hooks. Remove electrical cover plates and set aside prior to painting.
3. Remove all peeling, old, and dirty silicone and replace with new of the same color.
4. Paint all surfaces in located in the garage and storage rooms/areas. This applies to all walls, trim, ceilings, doors, and door frames.
5. Once painting is complete, thoroughly clean any excess paint from the surrounding areas.

4. Outside Flat -

1. Remove sink and cupboard in bedroom.
2. Replace all carpet with tile. Tile size should be of a neutral color, 29.5cm x 29.5cm and no more than N\$250/m2. Show sample to COR for final approval.
3. Install new kitchenette and sink with all the necessary plumbing hardware.
4. Replace entrance door with new hardware and door seals. Treat door against rain and install weather guard.

5. Install a pitched roof over the door that provides full coverage over entrance. Roof should extend no more than 1 meter from structure.
6. The bathroom should be outfitted with a new shower, sink with fixtures and new toilet.
7. Install new overhead lighting in each room and new light outside the front door.
8. Remove all nails and hanging hooks. Remove electrical cover plates and set aside prior to painting.
9. Remove any old wiring or cables not in use. Install plastic cable model over any wire or cable in use (if applicable).
10. Remove all peeling, old, and dirty silicone and replace with new of the same color.
11. Paint all surfaces located in flat. This applies to all walls, trim, ceilings, doors, and door frames. A water based PVA in “broken white” should be used as was done in the house.
12. Clean and repair floor in front of flat area. Make sure the floor is level with a slope away from the house to allow for water run-off. Install sectional joints to prevent cracking. Epoxy the floor with color chosen by COR.

5. Pool Area/Braai Area

Pavers -

1. Remove all planters from pool area.
2. Install pavers from pool to wall in all open spaces up to pool fence.
3. Apply cement to all borders to prevent loosening of pavers.
4. The color of the pavers should match the currently installed pool area pavers.

COR will verify exactly where pavers need to be installed prior to work commencing.

Thatch -

1. Replace thatch decking where it falls out and fully comb thatch.
2. Treat complete wooden structure to prevent damage by water or bugs.
3. Make sure there are no leaks present.
4. Ensure that the thatch sprinkler system is operational.

Slasto -

1. Repair, clean, and seal all slasto of the braai area.

Roofing -

1. Replace roof structure and roof at entrance to pool area as entering from the rear of the house. The new roof structure should be the same style of the current roof. COR will provide exact location.

Electrical -

1. Install new exterior LED lighting in the braai area. The new lighting should be placed appropriately enough to illuminate the entire braai at the night. New outdoor rated electrical cabling should be installed in conjunction with the new light fixtures. Cabling should be black. Ensure all electrical is rated by/to the SABS or SANS standard.

6. Landscaping/Masonry/Railings

Rear of Residence

1. Replace top-soil and compact around the tree at back yard entrance.
2. Pour concrete slabs to even out planters at back yard entrance and install round curb stone for plants.
3. Install a metal guard rail on the wall next to the water tank. The COR or FM will specify the correct height during the site walk.
4. Repair/replace metal railings at back yard entrance stairs.
5. Stairs leading to rear gate entrance should be cleaned, cracks repaired and epoxied with color chosen by COR. Epoxy should have anti-slip grit added to the mixture.
6. Completely remove cement floor adjacent to back (kitchen) entrance of residence. Lift floor and manhole on left of gully to accommodate new pavers. Pavers should be the same color as at pool area. Clothing line should be lifted as well. Gully metal work should be changed so it can be installed level.
7. Install metal drain covers for ALL floor drains around the property.
8. Stairs leading from the garage should be cleaned and fixed. It should be epoxied with color chosen by COR. Epoxy should have anti-slip grit added to the mixture.
9. Repair small brick wall/curbing next to genset.
10. Remove tree stump at the top of vehicle drive-in and pour concrete in openings next to genset.

Front of Residence

1. Remove slasto in front yard and replace with pavers. Pavers should match color and shape of the existing pavers in the pool area.

2. Pour concrete slab and install artificial turf to replace dirt areas in front yard aligning with new paver installation. Build a small planter/retaining wall to ensure the area where the turf is to be installed is level and provides water drainage away from residence. Turf should be glued on concrete surface. Turf installation should have a five year or longer warranty.
3. Remove wooden railings on the balcony and install metal railings. Top bar of railings should be 42" in height as measured from the floor. Spacing between vertical bars should be 4" or less. Railing should be painted black.
4. Remove pedestrian gates in front of the flat residence. Weld in place matching fence and railing sections. The new sections should look continuous and fit with the original rail. Paint complete railing structure black once completed.
5. The main entrance staircase in front of the house should be repaired, cleaned, and epoxied with a color specified by the COR. Epoxy should have anti-slip grit added to the mixture.
6. Sand and paint the pedestrian gate used to enter from the street. The paint color should be black.
7. Fabricate and install safety railing on top of front security wall extending from the driveway down to the front pedestrian gate. Top bar of railings should be at least 42" in height from the top of the wall. Spacing between vertical bars should be 4" or less. Railing should be painted black.
The COR will walk this area with the contractor to ensure complete understanding of requirements.

7. Roofing -

1. Remove satellite dish and antenna and make neat. Drop off at warehouse.
2. Inspect and repair all roof leaks. Any sealing of roof should be done by a professional roofing contractor.
3. Make sure rainwater can run unobstructed into gutters without spilling over sides causing damage to eaves.
4. Repair any eaves that show rotted or water damaged wood along the roof line. Replaced wood should be seal against future water damage.

8. Clean Up/General -

1. Clean all areas on property from rubbish for example loose bricks, stone, broken parts etcetera. Ask the COR before throwing away anything of value.
2. All construction trash should be removed at the end of the project. Note: Contractor should not use residence's "wheely" bins to discard their trash or rubbish.

SECTION 4 – ADMINISTRATIVE INFORMATION

- A. Site Limitations: The contractor must abide by embassy standard work hours. Standard work hours for the embassy are Monday – Thursday, 7:30am to 5:00pm and Friday's 7:30am to 12:15pm. If the contractor wishes to work outside of these standard times, permission from the COR or the FM must be requested. If the contractor does not intend to be present during these times, the contractor must contact the COR or the FM to alert him/her at least 12 hours in advanced. It is assumed that the contractor will be working the prescribed hours above each day. Furthermore, there is no sleeping allowed on the job site. There will be a N\$1,000 fee for each occurrence. After the second occurrence the worker maybe asked to leave and be replaced with another qualified tradesman.
- B. Commencement date for this project is **TO BE DETERMINED**. The residence is still occupied and although the award is being made, no work is to begin until the winning bidder is notified by the COR or the FM of an official start date.
- C. Performance period: 60 calendar days. Work will be completed by end of performance period or contractor agrees to pay N\$1,200 for each day as liquidated damages for going over the date. If there are any concerns regarding the Performance period, please raise the concern during the site visit.
- D. Warranty of work: The contractor agrees that:
- Materials and equipment used by the contractor and any subcontractor will be new and of good quality unless otherwise required.
 - Exterior paint will have **five (5) years-guarantee**.
 - The work and materials will be **free from defects for a period of 1 year**, other than those inherent in the work as specified.
 - Work will conform to the requirements of the contract documents.
- E. Site Conditions: The site will be free of any debris related to the construction services throughout the period of performance and at the end of the project. Contractor will not use residential green rubbish bins for rubbish and debris. Cutting or welding on the ground shall not leave any markings of any kind to the site. To prevent marking the ground it is recommended that the cutting or welding be done offsite or have a protective layer for the pavers/concrete. Paint will be cleaned up using an outdoor faucet away from the house. There shall not be any paint residue left at the faucet area or anywhere else around the site. This includes painter splatter on the ground or other surfaces.

LABOR

All the work to be carried out at the site, not described in the list of the fully comprehensive work shall be calculated on a time and material basis approved by the COR.

Schedule a walkthrough with the COR at least one week prior to the completion of work for a SUBSTANTIAL COMPLETION walkthrough. At which point the COR and the contractor will agree upon a punch list or items remaining to be completed prior to FINAL COMPLETION. Both parties will agree upon a time frame for the work to be done. At the Final Completion, a walkthrough will be done, and a certificate will be signed. The one year of warranty will be based upon that date. A retainage of 10% of the contract value will be withheld until the Final Completion Certificate has been issued.

SAFETY

The Contractor shall provide a written safety plan which identifies the hazards that may occur while performing the job and include details of steps the contractor will take to mitigate the identified hazards.

Throughout the period of performance, the contractor shall ensure proper safety, health and environmental requirements are maintained.

For any accidents that occur on site the contractor shall immediately contact the COR and provide details of the accident.

Personal Protective Equipment (PPE): The contractor shall provide proper PPE for all labor working on site. The PPE shall be specific to the tasks to be performed and meet the proper ratings for protection.

SECTION 5 – ATTACHMENTS TO BE INCLUDED

Attachment 1 - Methodology/Process

The bidder should write a detailed, clear, and concise methodology of the services describing all actions to be taken in carrying out the services/works. The methodology should include techniques used to identify and analyze information applied to understanding the problem, thereby allowing the reader to critically evaluate the bid.

Attachment 3 - Key Personnel

Include the key personnel qualifications and roles in the project.

Attachment 4 - Project Timeline

The bidder should include a detailed timeline for completing the services/works in a Gantt chart format.

Attachment 5 - Safety Plan

Written safety plan addressing safety issues specific to the site.

Attachment 6 - References

Include three (3) references of previous work (Pictures and contact info) similar to the required services. References should be for clients OTHER than the US Embassy.