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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.

#### A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

### 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.

## **OVERVIEW**

Client:

The United States Government (USG), Department of State (DOS), Regional Security Office, Nairobi has a requirement to undertake construction work of a guard room, storage locker/tearoom and an ablution block.

Location/Contacts: USHMA rear parking lot, MRU Kericho.

## **OBJECTIVE**

Requirements in this SOW serve as a direction to the Contractor undertaking general roof paining. The Contractor shall perform all services in accordance with local and international safety and construction standards as generally applicable to accepted professional practices. The work shall be undertaken according to the list specifications. No variations /deviations will be implemented without prior approval from Contracting Officer (CO). Any foreseeable element likely to warrant cost adjustments must be discussed at the point of quotation.

## **TIME FRAME**

Upon receipt of the order, the contractor shall be expected to submit work plan/Work break down, resource allocation ( tools, labor, materials, equipment...), time schedule (Gantt Chart), through the Contracting Officer Representative within 5 days, commence work within 7 days and must undertake the work as per the agreed upon schedule.



## **APPLICABLE STANDARDS**

1. Local Building codes: the local government (adoptive by-laws) (Building) order 1968
2. Local Safety regulations: OSHA 2007 (safety compliance)
3. Kericho County by laws (operational compliance)
4. NEMA by-laws (in safe disposal of waste)
5. US safety regulations: US Army corps of Engineers
6. Other applicable regulations: See clauses in section H below.

## **SPECIAL REQUIREMENTS**

- Access into the USHMA Kericho compound is at the discretion of the Regional Security Office and therefore approval must be obtained at least 24 hours before date entry.
- Work must be done under escort of the appropriate clearance level as applicable in the space concerned.
- Work schedule must be done in such a way that the Walter Reed/USAMRU Kericho operations has least impact. The schedule and construction logistics must be discussed and approved through the COR.
- Vendor has the responsibility to obtain all relevant approvals and permits from respective regulatory bodies including but not limited to: Kericho County Government (KCG), National Construction Authority (NCA), National Environmental Authority (NEMA).

## **SCOPE OF WORK**

1. Provide labor, safety gear, tools, equipment, mobilize site for paintwork. This entails setting up ladders/scaffoldings to reach all the point requiring painting within the amphitheater structure. The worker must be provided with all relevant safety gear, cover the floor surface and other features under the roof to prevent staining. Site shall be secured/condoned for the safety of passersby.
2. Provide materials, labor, tools and equipment and undertake paintwork using one coat of Zinc chromate primer. After 24hrs curing time, apply two coats of enamel paint. The paint must possess the following characteristics: weather proof, bonds on steel. Actual area as per site measurements.

## **WORKMANSHIP STANDARDS AND REGULATIONS.**

All apparatus and material supplies and all work carried out shall comply with the Kenya Government KEBS specifications, and any other applicable local Statutory Regulations.

## **SITE SAFETY.**

Work shall be carried out in such a manner as to conform in all respects with all the ordinances, regulations per the Occupational Safety and Health Act of Kenya. The Contractor shall develop a site Construction Safety Plan and undertake Safety training and regular Safety briefs of the workers on site.

1. All work is to comply with the local building regulations.
2. The contractor will rectify any damage to all areas on completion of the works.
3. The contractor shall supply all materials and labor in order to complete the works.
4. All waste material to be taken from site and disposed of by the contractor.
5. Site is to remain tidy at all times and cleaned up on completion of works.
7. All Documentation regarding warranties, guarantees and instructional literature are to be handed to your COR.
9. Any variations are to be priced and approved in writing by CO before proceeding with the work.
10. All measurements are to be confirmed by the contractor on site.

**NOTE: *Any damage caused by the Contractor or his contractors is to be made good at the Contractor's expense.***

#### **MATERIAL AND EQUIPMENT:**

##### 1.1 International Standards

Material and equipment shall be of high quality, and shall comply with, where applicable, the appropriate International Standard Specifications with any amendments made thereto.

The Contractor can propose the relevant parts of the stated standard for the offered equipment and materials to comply with for approval by the Supervising Officer.

##### 1.2 Other Standard Specifications

When material or equipment complying with other standard specifications is offered, the Contractor shall satisfy the COR that the quality of the equipment offered is equal to or better than that specified in the appropriate International Standards.

**NOTE:**

- **A 12 months guarantee on all the works is required.**
- **If Contractor fails to perform as per specification of this SOW, the Contractor shall indemnify the Government from any and all claims arising therefrom.**

**C. PACKAGING AND MARKING**

Materials delivered to the site as follows:  
AMERICAN EMBASSY

**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.

Where testing and commissioning works for the Installations are required to be witnessed by the COR or his Representative, the Contractor shall carry out the proper testing and commissioning works to his satisfaction before inviting them to witness the works. The Contractor shall arrange to enable the COR or his Representative to witness the complete testing and commissioning. Unless otherwise approved by the COR, testing and commissioning works carried out by the Contractor in the absence of the Supervising Officer or his Representative shall not be accepted as the approved test record.

Any defects of alignment, adjustment, workmanship, materials and performance or other irregularities which become apparent during commissioning or testing shall be rectified by the Contractor and the relevant part of the commissioning or testing procedure shall be repeated at the Contractor's own expense.

**(See attached Performance/Completion evaluation form)**

**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.

## 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 5 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) Complete the entire work ready for use not later than 45 calendar days after receipt of notice to proceed.

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

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 USD \$ 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". The contractor shall provide a detailed schedule, working within the following period: Commencement by first week of May, and completion by last week of June 2019 (Actual boundary date to be communicated at preconstruction meeting).

(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.

#### 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.

#### 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

Some work shall be performed during weekends and public holidays, but other areas may be worked on during the regular working hours. 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 1 day after contract award at USHMA compound, Kericho, 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 E. Construction Schedule	1	1 days after award	COR
Section E. Preconstruction Conference	1	1 days after award	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

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 Jerry Chelulei, RSO-FSNI.

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 Officer
U. S Embassy Nairobi
P.O Box 606,00621 Nairobi Kenya

Or email to: **NairobiPayables@state.gov**

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). Upon issuance of the LPO, the vendor shall provide policy cover copy to confirm that the elements in question are covered.

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.

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.

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. 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:

- (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.

## 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 2015)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)

- 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) (JUL 2018)
- 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)
- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)
- 52.228-4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
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- 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 (JULY 2013)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 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)
- 52.242-14 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 (NOV 2017)
- 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) *Alternate I (SEPT 1996)*
- 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. 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 38511, 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) 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, 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 38511) 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)

(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.

(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)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 2	Standard Form 25A, "Payment Bond"	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Specifications	1

## J. QUOTATION INFORMATION

The Offeror shall 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>

### 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 18 including a completed Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	1
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	1

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

Contracting Officer
American Embassy Nairobi
P.O Box 606,00621
Nairobi, Kenya

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;
- (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) Site visit is not required since the vendor is currently working on the same site.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: Between \$ 14,000 and \$ 17,000

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

F. 52.2521 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):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

INSTRUCTIONS TO OFFERORS--COMPETITIVE  
ACQUISITION (JAN 2004)**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.

Through the accompanying technical report, the contractor shall demonstrate the following:

- Full understanding of the scope of work through the proposal. The vendor must indicate clearly how he/she intends to overcome challenges including but not limited to: weather, local regulations, material handling and movement, environmental friendliness, traffic, minimum interruption to embassy operations.
- Capacity to deliver the required services
- Human resource capacity
- Equipment/Tools
- Technical Capacity
- Must be a road works specialist with at least 3 satisfactorily complete, recent jobs within the last three years. Contacts of satisfied customers' point of contact are required.
- Methodology is compliant to the site
- Sound sequence of operations fitted within a realistic period
- Clear quality control plan and operationally feasible schedule favorable to embassy operations

- Reliable measurement methods
- Provision of reasonable/fair warranty terms which are expressly communicated.
- National Construction Authority (NCA) registered road work contractor.

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 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.

(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)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.

(2) The small business size standard is \$36.5M.

(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](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual

representations and certifications in the solicitation.

(c)(1) The following representations or certifications in 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.

(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.

(xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation 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 Certifications. 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:

\_\_ (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) [52.223-9](#), 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 via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

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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)

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:

**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)

(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.

(End of provision)

ATTACHMENT #1

STANDARD FORM 25, "PERFORMANCE AND GUARANTY BOND"

ATTACHMENT #2 STANDARD FORM 25A, "PAYMENT BOND"

***[Note to Contracting Officer: Copy from Part 53 of the FAR]***

ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

Place [     ]  
Date [     ]

Contracting Officer  
U.S. Embassy, **Nairobi**  
**P.O BOX 606, 00621**  
**Nairobi**

Letter of Guaranty No. \_\_\_\_\_  
SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[amount equal to 20% 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 **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: **[name]**

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Address:

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Representatives:

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Location:

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State of Inc.:

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Corporate Seal:

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

ATTACHMENT #4 - UNITED STATES DEPARTMENT OF STATE

BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price Kshs</b>	<b>Amount Kshs</b>
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<p>ABLUTION BLOCK  BILL NO 1  SUBSTRUCTURES; (Provisional)  EXCAVATIONS</p> <p><b>A.</b> Clear site of all bush, shrubs, undergrowth and small trees, grub up roots and cart away or burn all arising</p> <p><b>B.</b> Excavate oversite soil average 250mm deep to remove vegetable soil, load up, wheel and cart 100m away from site as shall be directed.</p> <p><b>C.</b> Excavate foundation trenches commencing from stripped level but not exceeding 1.5m deep</p> <p>Planking and strutting</p> <p><b>D.</b> Allow for maintaining and supporting sides of excavations and for keeping the same free from fallen materials</p> <p>Keeping excavation free from water</p> <p><b>E.</b> Allow for keeping excavations free of water and mud by pumping, bailing or other approved means.</p> <p>FILLINGS AND DISPOSAL</p> <p><b>F.</b> Load surplus excavated materials and cart away/deposit in Municipal dump site or spread around site as shall be directed</p> <p><b>G.</b> Return fill and ram selected soil material around excavations</p> <p><b>H.</b> 200mm thick approved hardcore filling hand packed in two layers</p> <p><b>I.</b> 50mm thick murrum blinding or other approved material to surface of hardcore rolled smooth to receive polythene sheeting</p> <p>Anti-termite treatment</p> <p><b>J.</b> Termidor 25EC or other approved chemical anti termite treatment executed complete by an</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>CONCRETE WORK</p> <p>Damp proof membrane  A.500 gauge damp proof polythene plastic sheeting laid on blinding  Concrete class 15 (1:3:6) as described in:-  B. 50mm thick blinding  Vibrated reinforced concrete class 20/20 (1:2:4) as described in:-  C. Strip foundation footing  D. 150mm thick floor slab</p> <p>Sawn formwork as described in:-  E. Edges of floor slabs 75-150mm high  Foundation walling  F. 150mm thick natural stone walling bedded and jointed in cement sand 1:3 mortar and reinforced with approved hoop iron at every alternate course  Plinth finishes  G. 12mm thick cement sand 1:3 wood float render to plinth area</p>	<p>1</p>	<p>Lumpsum</p>		
<p>Damp proof</p> <p>H. Three ply-bituminous felt damp proof course; 200mm wide bedded in cement sand(1:3) mortar(measured nett allow for laps)</p> <p>Prepare and apply three coats of black bituminous paint to plinth rendered area</p> <p>I.To rendered plinth area  J. Supply and lay 600x600x50mm thick pre-cast concrete paving slabs including 50mm thick consolidated sand bed; 100mm thick murram sub-base- to fall; necessary excavations and anti-termite treatment and jointing cement sand mortar 1:3</p>	<p>1</p>	<p>Lumpsum</p>		

<p>SUPERSTRUCTURE</p> <p>External walling  A. 150mm thick smooth dressed natural stone walling bedded and jointed in cement sand(1:3) mortar and reinforced with approved hoop iron at every alternate course.</p> <p>Internal walling  B. 100mm thick concrete block walling bedded and jointed in cement sand(1:3) mortar and reinforced with approved hoop iron at every alternate course.  Vibrated reinforced concrete class 20/20 (1:2:4) as described in:-</p> <p>C: Ringbeam  Steel reinforcement:  Supply and fix reinforcement bars including cutting, bending, tying wires and spacer blocks all in position</p> <p>High tensile twisted bars to BS 4461</p> <p>D. 10mm diameter bars  E. 8mm ditto  Sawn formwork as described in:-  F. Sides and soffits of beams</p>	<p>1</p>	<p>Lumpsum</p>		
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<p><b>ROOF CONSTRUCTION</b></p> <p>Timber roof construction(Provisional)  All timber to be sawn cypress well seasoned to an equilibrium moisture content of between 9% and 15% and to the requirement and treated with approved wood preservative.</p> <p>The following in Double pitch trusses including hoisting and fixing in position approximately 2400mm above ground floor including all necessary jointing</p> <p>A. 100 x 50mm wall plate secured with and including 12mm diameter mild steel anchor bolt 300mm long at 900mm centres cast in concrete ring beam</p> <p>B. Ditto: Truss Rafters  C. 75 x 50mm Purlins  D. 200 x 25mm thick fascia and verge boards</p> <p>Roof covering</p> <p>Pre-painted box profile CX780 galvanised corrugated iron sheet as per "MRM" fixed approximately 2400mm average height from ground level, with and including 100mm long galvanised roofing nails and rubber washers on timber purlins(ms) with one and half corrugation side laps and 150mm end laps</p> <p>E. 28 gauge CX780 roof covering not exceeding 45 degress from horizontal including all necessary fixtures</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Rain water disposal</p> <p>26 gauge galvanised plain sheet metal bend, welded joints with and including steel brackets and hangers all in accordance with the detailed drawings</p> <p>A. 450mm girth gutters fixed to fascia with and including steel brackets and hangers all in accordance with specification</p> <p>B. Ditto: 100 x 100mm down pipe secured to wall with and including steel brackets(4No per pipe)</p> <p>C. Extra over ditto for swan neck</p> <p>D. Ditto for shoe</p> <p>E. Extra over for gutter connection to down pipe</p> <p><b>PAINTING AND DECORATION</b></p> <p>Knot, prime, stop, prepare and apply three coats of gloss oil paints on:-</p> <p>F. Timber fascia surfaces over 200mm but not exceeding 300mm girth Touch up primer, prepare and apply two undercoats and one finishing coat of gloss paint on metal works</p> <p>G. General surfaces of metal gutters and rain water down pipes</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Doors-</p> <p>Hardwood 100 x 50mm rebated wrot mahogany door frame with four labours in:-</p> <p>A. Door overall size 800 x 2100mm</p> <p>B. 50 x 20mm Quadrant moulding</p> <p>C. 52 x 20mm Architrave moulding</p> <p>45mm thick solid core flush BS 459: Part 2; faced on both sides with 3mm quality ply wood(to be painted); and lipped on all edges with hardwood</p> <p>Door overall size 800 x 2100mm high</p> <p>Ironmongery</p> <p>Supply and fix the following ironmongery with screws to match as per "EURO SPEC-Architectural Hardware" or other equal and approved.</p> <p>E. 100mm bright stainless steel butt hinges with screws to match. Ref HIP14325</p> <p>F. 19mm diameter x 225mm heavy duty polished brass D-pull door handle. Ref: PH225</p> <p>G. 70 x 20mm aluminium hat and coat hook. Ref HCH1012</p> <p>H. 16mm diameter masonry wall mounted door stop. Ref DSW1015</p> <p>J. Female and male signage</p> <p>K. Brass tower bolt 100mm long</p> <p>Painting and decorating</p> <p>Knot, prime, stop, prepare and apply two undercoats and one finishing coat gloss paint on woodwork</p> <p>L. General surfaces of timber doors internal and external</p> <p>M. Ditto door frames over 200mm but not exceeding 300mm girth</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Floor finishes</p> <p>A. 32mm thick sand cement(1:3) backing to receive floor tiles</p> <p>B. 8mm thick as per "SAJ, IDEAL or RAKS" colored and rastic/non slip ceramic floor tiles size 330x330mm including 2mm thick spacers and filling with matching grouting</p> <p>Internal Wall finishes. 12mm thick two coats gauged plaster steel trowelled smooth on:-</p> <p>C. Walls internally</p> <p>D. 6mm thick white wall tiles size 200 x 250mm; 2mm spacers and matching grouting as per "SAJ, IDEAL or RAKS" Prepare and apply three coats of plastic emulsion paints to:-</p> <p>E. General plastered wall and beam surfaces External wall finishes 12mm thick cement sand render; wood float finish as described in:</p> <p>F. Concrete surfaces of beams</p> <p>G. Wire brush, hack and point joints to form recessed horizontal joints in cement sand (1:3) Prepare and apply one undercoat and two finishing coats of exterior quality plastic emulsion paint on:</p> <p>H. Rendered concrete surfaces of beams</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Ceiling finishes</p> <p>A. 12mm thick chipboard ceiling fixed to and including 50 x 50mm sawn cypress brandering at 600mm centres both directions fixed with clout headed nails and set out in symmetrical panels with V-joints. Prime grade wrot cypress timber selected and kept clean as described in:</p> <p>B. 100x 25mm cornice with two labours C. 50 x 50mm brandering nailed to rafter(Provisional) D. 75 x 50mm ditto, plugged</p> <p>Painting and decorating Knot, prime, stop, prepare and apply two undercoats and one finishing coat gloss paint on woodwork</p> <p>E. To surfaces of chipboard F. Timber surfaces not exceeding 100mm girth</p>	<p>1</p>	<p>Lumpsum</p>		
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<p><b>GENERAL PLUMBING, DRAINAGE AND SANITARY INSTALLATIONS</b></p> <p>Supply and fix PPR pipes and tubing to PN 16 with screwed socketed joints. Tenderer must allow in their pipework prices for all the couplings, unions, connectors, joints, tees, elbows, reducers etc in running lengths of pipes and also where necessary for fixing clips, holderbats plugged and screwed including connection to nearest existing supply line.</p> <p>A. 20mm diameter pipes chased, clipped and concealed in masonry wall  B. 25mm diameter ditto main supply pipe  C. Extra over for 20mm equal tee  D. Ditto for 20mm elbow</p> <p>Sanitary fittings</p> <p>Supply, deliver and install the following sanitary fittings including all necessary fittings and jointing. All sanitary fittings to be as "Twyford" or equal and approved.</p> <p>Medical WC suite</p> <p>E. Ideal Ceramic Coventry close-couple WC pan; in white vitreous China; smooth glazed; size 530x380x195mm complete with all necessary accessories; 9litre cistern; exposed push button type flush valve; including fixing pan to floor and cistern to wall with rust free grade 316 stainless steel screws and plugs and cover; flexible connectors; WC connectors etc</p> <p>Urinal</p> <p>F. Twyford Camdem urinal range with two</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Drainage</p> <p>Internal/External drainage pipes as "Metro" and prices to include connectors, adapters, sockets, reducers, bends, tees, boss connectors, inspection plugs etc</p> <p>A. 100mm diameter UPVC golden brown pipe(HD)</p> <p>B. 38mm ditto but grey waste pipe</p> <p>C. 4way floor trap with heavy duty plastic grating</p> <p>D. 100mm gulley trap with cover</p> <p>E. 100mm waste inspection bend</p> <p>F. 38mm waste bend</p> <p>G. Ditto with plug</p> <p>H. 300 x 300 x300mm deep gulley chamber complete with 100mm gulley trap(m.s) in and including concrete bases finished smooth with water proof cement sand screed; mild steel cover or other approved</p> <p>I. Excavate 450x600mm internal dimensions x750mm (average) deep to invert level stone wall manholes; 600x450mm medium duty coated cast iron manhole cover and frame; bedded in c/sand mortar 1:3; cover set in grease; with two coats of black bituminous paints before setting in position.</p> <p>K. Excavate trenches for large pipes part return; fill and ram; cart away surplus; spread and level on site as directed</p> <p>L. Allow for connecting including any necessary County fees to the existing sewer line; test and commissioning the whole installation to the approval of the Engineer.</p>	<p>1</p>	<p>Lumpsum</p>		
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ELECTRICAL WORKS.  
MAIN POWER DISTRIBUTION &  
LIGHTING

LIGHTING POINTS

A. Lighting points wired in 3x1.5mm Sc PVC in cables drawn in a 20mm diameter HG PVC conduits concealed inside ceiling complete with all necessary accessories excluding switches and fittings for one way switching

B. Power points wired in 3x2.5mm Sc PVC in cables drawn in a 20mm diameter HG PVC conduits concealed inside ceiling complete with all necessary accessories excluding switches and fittings for one way switching 10A moulded ivory switch plates as MEM or other approved equivalent as follows:-

C. One gang one way

D. Double pattressed 13A twin socket power outlet

Lighting fittings

Lighting fittings complete with fixing accessories and lamps as follows:-

E. Ball fitting complete with energy saving lamp as Philiphs or other approved equivalent  
Double pole MCB

F. Powermax Double pole MCB-63A complete with cover  
Single pole miniature circuit breakers to fit in the above consumer unit including lebeling as follows:-

G. 10A SP hagger or other approved

H. Ditto 32A

<p>LOCKER/TEA ROOM  BILL NO 1  SUBSTRUCTURES; (Provisional)</p> <p>EXCAVATIONS</p> <p>A. Clear site of all bush, shrubs, undergrowth and small trees, grub up roots and cart away or burn all arising</p> <p>B. Excavate oversite soil average 250mm deep to remove vegetable soil, load up, wheel and cart 100m away from site as shall be directed.</p> <p>C. Excavate foundation trenches commencing from stripped level but not exceeding 1.5m deep</p> <p>Planking and strutting</p> <p>D. Allow for maintaining and supporting sides of excavations and for keeping the same free from fallen materials</p> <p>Keeping excavation free from water</p> <p>E. Allow for keeping excavations free of water and mud by pumping, bailing or other approved means.</p> <p>FILLINGS AND DISPOSAL</p> <p>F. Load surplus excavated materials and cart away/deposit in Municipal dump site or spread around site as shall be directed</p> <p>G. Return fill and ram selected soil material around excavations</p> <p>H. 200mm thick approved hardcore filling hand packed in two layers</p> <p>I. 50mm thick murrum blinding or other approved material to surface of hardcore rolled smooth to receive polythene sheeting  Anti-termite treatment</p> <p>J. Termidor 25EC or other approved chemical anti termite treatment executed complete by an approved specialist under a ten(10) year guarantee to surfaces of blinded hardcore</p>	<p>1</p>	<p>Lumpsum</p>		
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<p><b>Damp proof membrane</b></p> <p>A. 500 gauge damp proof polythene plastic sheeting laid on blinding</p> <p><b>CONCRETE WORK</b></p> <p>Concrete class 15 (1:3:6) as described in:-</p> <p>B. 50mm thick blinding</p> <p>Vibrated reinforced concrete class 20/20 (1:2:4) as described in:-</p> <p>C. Strip foundation footing</p> <p>D. 150mm thick floor slab</p> <p>Sawn formwork as described in:-</p> <p>E. Edges of floor slabs 75-150mm high</p> <p>Foundation walling</p> <p>F. 150mm thick natural stone walling bedded and jointed in cement sand 1:3 mortar and reinforced with approved hoop iron at every alternate course</p> <p>Plinth finishes</p> <p>G. 12mm thick cement sand 1:3 wood float render to plinth area</p> <p>Damp proof</p> <p>H. Three ply-bituminous felt damp proof course; 200mm wide bedded in cement sand(1:3) mortar(measured nett allow for laps)</p> <p>Prepare and apply three coats of black bituminous paint to plinth rendered area</p> <p>I. To rendered plinth area</p> <p>J. Supply and lay 600x600x50mm thick pre-cast concrete paving slabs including 50mm thick consolidated sand bed; 100mm thick murrum subbase-to fall; necessary excavations and antitermite treatment and jointing cement sand mortar 1:3</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>SUPERSTRUCTURE</p> <p>External walling</p> <p>A. 150mm thick smooth dressed natural stone walling bedded and jointed in cement sand(1:3) mortar and reinforced with approved hoop iron at every alternate course.</p> <p>Internal walling</p> <p>B. 100mm thick concrete block walling bedded and jointed in cement sand(1:3) mortar and reinforced with approved hoop iron at every alternate course.</p> <p>Vibrated reinforced concrete class 20/20 (1:2:4) as described in:-</p> <p>C. Ringbeam</p> <p>Steel reinforcement: Supply and fix reinforcement bars including cutting, bending, tying wires and spacer blocks all in position High tensile twisted bars to BS 4461 D. 10mm diameter bars E. 8mm ditto Sawn formwork as described in:- F. Sides and soffits of beams</p>	1	Lumpsum		
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<p><b>ROOF CONSTRUCTION</b>  <b>Timber roof construction (Provisional)</b></p> <p>All timber to be sawn cypress well seasoned to an equilibrium moisture content of between 9% and 15% and to the requirement and treated with approved wood preservative.</p> <p>The following in Double pitch trusses including hoisting and fixing in position approximately 2400mm above ground floor including all necessary Jointing</p> <p>A. 100 x 50mm wall plate secured with and including 12mm diameter mild steel anchor bolt  300mm long at 900mm centres cast in concrete ring beam  B. Ditto: Truss Rafters  C. 75 x 50mm Purlins  D. 200 x 25mm thick fascia and verge boards</p> <p>Roof covering  Pre-painted box profile CX780 galvanised corrugated iron sheet as per "MRM" fixed approximately 2400mm average height from ground level, with and including 100mm long galvanised roofing nails and rubber washers on timber purlins(ms) with one and half corrugation side laps and 150mm end laps</p> <p>E. 28 gauge CX780 roof covering not exceeding 45 degress from horizontal including all necessary fixtures</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Rain water disposal</p> <p>26 gauge galvanised plain sheet metal bend, welded joints with and including steel brackets and hangers all in accordance with the detailed drawings</p> <p>A. 450mm girth gutters fixed to fascia with and including steel brackets and hangers all in accordance with specification</p> <p>B. Ditto: 100 x 100mm down pipe secured to wall with and including steel brackets(4No per pipe)</p> <p>C. Extra over ditto for swan neck</p> <p>D. Ditto for shoe</p> <p>E. Extra over for gutter connection to down pipe</p> <p><b>PAINTING AND DECORATION</b></p> <p>Knot, prime, stop, prepare and apply three coats of gloss oil paints on:-</p> <p>F. Timber fascia surfaces over 200mm but not exceeding 300mm girth</p> <p>Touch up primer, prepare and apply two undercoats and one finishing coat of gloss paint on metal works</p> <p>General surfaces of metal gutters and rain water down pipes</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>DOORS</p> <p>Hardwood 100 x 50mm rebated wrot mahogany door frame with four labours in:-</p> <p>A. Door overall size 800 x 2100mm B. 50 x 20mm Quardrant moulding C. 52 x 20mm Architrave moulding 45mm thick solid core flush BS 459: Part 2; faced on both sides with 3mm quality ply wood(to be painted); and lipped on all edges with hardwood D. Door overall size 800 x 2100mm high</p> <p>Ironmongery</p> <p>Supply and fix the following ironmongery with screws to match as per " EURO SPEC-Architectural Hardware" or other equal and approved.</p> <p>E. 100mm bright stainless steel butt hinges with screws to match.Ref HIP14325 F. 19mm diameter x 225mm heavy duty polished brass D-pull door handle. Ref: PH225 G. 70 x 20mm aluminium hat and coat hook. Ref HCH1012 H. 16mm diameter masonsry wall mounted door stop. Ref DSW1015 I. Brass tower bolt 100mm long</p> <p>Painting and decorating</p> <p>Knot, prime, stop, prepare and apply two undercoats and one finishing coat gloss paint on woodwork J. General surfaces of timber doors internal and external K. Ditto door frames over 200mm but not exceeding 300mm girth</p>	1	Lumpsum		
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<p><b>FINISHES</b></p> <p>Floor finishes</p> <p>A. 32mm thick sand cement(1:3) backing to receive floor tiles</p> <p>B. 8mm thick as per "SAJ, IDEAL or RAKS" colored and rastic/non slip ceramic floor tiles size 330x330mm including 2mm thick spacers and filling with matching grouting</p> <p>Internal Wall finishes.</p> <p>12mm thick two coats gauged plaster steel trowelled smooth on:-</p> <p>C. Walls internally</p> <p>D. 6mm thick white wall tiles size 200 x 250mm; 2mm spacers and matching grouting as per "SAJ, IDEAL or RAKS"</p> <p>Prepare and apply three coats of plastic emulsion paints to:-</p> <p>E. General plastered wall and beam surfaces</p> <p>External wall finishes</p> <p>12mm thick cement sand render; wood float finish as described in:</p> <p>F. Concrete surfaces of beams</p> <p>G. Wire brush, hack and point joints to form recessed horizontal joints in cement sand (1:3)</p> <p>Prepare and apply one undercoat and two finishing coats of exterior quality plastic emulsion paint on:</p> <p>H. Rendered concrete surfaces of beams</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Ceiling finishes</p> <p>A. 12mm thick chipboard ceiling fixed to and including 50 x 50mm sawn cypress brandering at 600mm centres both directions fixed with clout headed nails and set out in symetrical panels with V-joints</p> <p>Prime grade wrot cypress timber selected and kept clean as described in:</p> <p>B. 100x 25mm cornice with two labours</p> <p>C. 50 x 50mm brandering nailed to rafters(Provisional)</p> <p>D. 75 x 50mm ditto, plugged</p> <p>Painting and decorating</p> <p>Knot, prime, stop, prepare and apply two undercoats and one finishing coat gloss paint on woodwork</p> <p>E. To surfaces of chipboard</p> <p>F. Timber surfaces not exceeding 100mm girth</p>	<p>1</p>	<p>Lumpsum</p>		
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<p><b>GENERAL PLUMBING, DRAINAGE AND SANITARY INSTALLATIONS</b></p> <p>Supply and fix PPR pipes pipes and tubing to PN 16 with screwed socketed joints. Tenderer must allow in their pipework prices for all the couplings, unions, connectors, joints, tees, elbows, reducers etc in running lengths of pipes and also where necessary for fixing clips, holderbats plugged and screwed including connection to nearest existing supply line.</p> <p>A. 20mm diameter pipes chased, clipped and concealed in masonry wall  B. 25mm diameter ditto main supply pipe  C. Extra over for 20mm equal tee  D. Ditto for 20mm elbow</p> <p>Single Bowl, single drain Kitchen sink fittings</p> <p>E. Kitchen Sink single bowl, single drainer stainless steel kitchen sink of size 1500 x 600mm as manufactured by ASL. The bowl size to be 430 x 420 x 200mm deep complete with chrome plated 40mm waste fittings, plugs, chain stays, overflow, 1No. 15mm diameter chrome plated sink mixer with over-arm swivel spout as Cobra model 166/04 with carina handles, chrome plated bottle trap with 75mm deep seal and chain waste fitting.</p> <p>Joinery and Fittings</p> <p>F. Provide sum for construction of 600x75mm thick x 1800mm long vanity top reinforced with BRC A142 and including formwork, 150mm thick plinths; screed and approved ceramic tiles to top and edges; complete with 100mm thick approved brick wall; 12mm</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>Drainage</p> <p>Internal/External drainage pipes as "Metro" and prices to include connectors, adapters, sockets, reducers, bends, tees, boss connectors, inspection plugs etc</p> <p>A. 100mm diameter UPVC golden brown pipe(HD)  B. 38mm ditto but grey waste pipe  C. 4way floor trap with heavy duty plastic grating  D. 100mm gulley trap with cover  E. 100mm waste inspection bend  F. 38mm waste bend  G. Ditto with plug  H. 300 x 300 x300mm deep gulley chamber complete with 100mm gulley trap(m.s) in and including concrete bases finished smooth with water proof cement sand screed; mild steel cover or other approved</p> <p>I. Excavate 450x600mm internal dimensions x750mm (average) deep to invert level stone wall manholes; 600x450mm medium duty coated cast iron manhole cover and frame; bedded in c/sand mortar 1:3; cover set in grease; with two coats of black bituminous paints before setting in position.</p> <p>J. Excavate trenches for large pipes part return; fill and ram; cart away surplus; spread and level on site as directed</p> <p>K. Allow for connecting including any necessary County fees to the existing sewer line; test and commissioning the whole installation to the approval of the Engineer.</p>	<p>1</p>	<p>Lumpsum</p>		
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<p>ELECTRICAL WORKS.  MAIN POWER DISTRIBUTION &amp;  LIGHTING</p> <p>LIGHTING POINTS</p> <p>A. Lighting points wired in 3x1.5mm Sc PVC in cables drawn in a 20mm diameter HG PVC conduits concealed inside ceiling complete with all necessary accessories excluding switches and fittings for one way switching</p> <p>B. Power points wired in 3x2.5mm Sc PVC in cables drawn in a 20mm diameter HG PVC conduits concealed inside ceiling complete with all necessary accessories excluding switches and fittings for one way switching  10A moulded ivory switch plates as MEM or other approved equivalent as follows:-</p> <p>C. One gang one way  D. Double pattressed 13A twin socket power outlet  Lighting fittings  Lighting fittings complete with fixing accessories and lamps as follows:-</p> <p>E. 1200mm, 2x 36 Watts batten fluorescent fitting as THORN or approved equivalent.</p> <p>Double pole MCB  F. Powermax Double pole MCB-63A complete with cover  Single pole miniature circuit breakers to fit in the above consumer unit including labeling as follows:-  G. 10A SP hagger or other approved  H. Ditto 32A</p> <p>Sub main</p> <p>J. Standard cable loop-in box made in gauge 14swg galvanized steel sheet</p>	<p>1</p>	<p>Lumpsum</p>		
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<b>TOTAL COST IN KENYA SHILLINGS</b>				

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TOTAL: \_\_\_\_\_

**KSHS**

Allowance Items:

PROPOSAL PRICE:

TOTAL: **KShs**

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Alternates (list separately; do not total):

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**Offeror:** \_\_\_\_\_ **Date** \_\_\_\_\_

ATTACHMENT #6 – SPECIFICATIONS