CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA
Jeddah, Saudi Arabia

Date: July 9, 2026

Dear Prospective Offeror:

Subject: Request for Proposals number **19SA4026R0010 CONSTRUCTION OF SIDEWALKS**

Enclosed is a Request for Proposals (RFP) for Construction of Sidewalks at the U.S. Consulate General, Jeddah. If you would like to submit quotation, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Consulate intends to conduct a pre-proposal conference at the site, The pre-proposal conference will be held on ***July 27, 2026 at 10:00am*** (local time) at the **US Consulate General, Jeddah, Saudi Arabia**. Prospective offerors/quoters should contact ***Jeddah Contracting Office*** ***JeddahContractingoffice@stat.gov*** by ***July 26, 2026*** for additional information or to arrange entry to the building.

Your proposal must be submitted electronically to ***Jeddah Contracting Office*** ***JeddahContractingoffice@state.gov*** on or before ***COB August 13, 2026***. No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted. In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1442
2. Section B, Pricing
3. Section K Representations and Certifications
4. Additional information as required in Section L

Sincerely,

Steven Workoff
Contracting Officer

SOLICITATION DOCUMENT

American Consulate General Jeddah, Saudi Arabia
Contracting and Procurement Office

CONSTRUCTION OF SIDEWALKS

Solicitation No. 19SA4026R0010

American Consulate General, Jeddah
PO Box 149
Jeddah 21411
Saudi Arabia

SECTION A

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	19SA4026R0010	☐ SEALED BID (IFB) [x] NEGOTIATED (RFP)	July 9, 2026	1 of 95

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

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

7. ISSUED BY	CODE	SA400	8. ADDRESS OFFER TO
CONTRACTING OFFICER US CONSULATE GENERAL JEDDAH, SAUDI ARABIA TEL: +966-12-2205000 JeddahContractingOffice@state.gov			CONTRACTING OFFICER US CONSULATE GENERAL JEDDAH, SAUDI ARABIA TEL: +966-12-2205000 JeddahContractingOffice@state.gov

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
→	Steven Workoff	+966-12-2205000 extn 3018

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

The Contractor shall provide personnel, materials and equipment for construction of sidewalks in four locations at the American Consulate Compound as per the detailed BOQ stated in DIV 5 and the provided Engineering Design in the attachments of the solicitation

A. SF-1442
B. PRICE
C. SCOPE OF WORK
D. PACKAGING AND MARKING
E. INSPECTION AND ACCEPTANCE
F. DELIVERIES OR PERFORMANCE
G. ADMINISTRATIVE DATA
H. SPECIAL REQUIREMENTS
I. CLAUSES
J. LIST OF ATTACHMENTS
K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS ATTACHMENTS
L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS
M. EVALUATION FACTORS

11. The Contractor shall begin performance within _TBD_ calendar days and complete it within _30_ calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See _____.)*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Electronic offers to perform the work required are due at the place specified in Item 8 by **17:00** local time **August 13, 2026.**

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than none calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Computer Generated **STANDARD FORM 1442** (REV. 4-85)

SBU - CONTRACTING AND ACQUISITIONS

OFFER *(Must be fully completed by offeror)*	
14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
The offeror acknowledges receipt of amendments to the solicitation – give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Computer Generated **STANDARD FORM 1442 BACK (REV. 4-85)**

SBU - CONTRACTING AND ACQUISITIONS
SBU - CONTRACTING AND ACQUISITIONS

SECTION B - SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, materials and equipment for construction of sidewalks at the U.S. Consulate General Compound at Mohammedia District in Jeddah, Saudi Arabia, as described in Section C, of this contract and exhibits attached in Section J.

B.2 TYPE OF CONTRACT

This contract is a firm fixed price contract payable in the currency indicated in the SF-1442. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

B.3 PRICES/COSTS

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this contract for the following firm fixed price. This price shall include all direct costs (labor, materials), indirect costs, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), and profit.

B.3.1 VALUE ADDED TAX

Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT. The full VAT amount is charged on all aspects of the contract and should be provided in a separate line item with a firm fixed priced amount.

B.3.2 PRICES

CLIN	SERVICE	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Construction of New Sidewalk **NOB** building. As per the detailed BOQ stated in DIV 5 and the provided Engineering Design	1	Lumpsum		
2	Construction of New Sidewalk **SDA** building. As per the detailed BOQ stated in DIV 5 and the provided Engineering Design	1	Lumpsum		
3	Construction of New Sidewalk **UTL** building. As per the detailed BOQ stated in DIV 5 and the provided Engineering Design	1	Lumpsum		
4	Construction of New Sidewalk **LES** Parking. As per the detailed BOQ stated in DIV 5 and the provided Engineering Design	1	Lumpsum		
				Total	
				VAT	
				G. Total	

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DIVISION 1 – GENERAL REQUIREMENTS

1.1 GENERAL statement of work: The U.S. Consulate General in Jeddah seeks a qualified contractor to construct sidewalks at four separate locations. The scope of work includes, but is not limited to:

1.1.0 Excavation for the sidewalks
1.1.1. Formwork and rebar/dowels
1.1.2 Sub-base and compaction.
1.1.3. Cement Concrete Sidewalk.
1.1.4. Interlock pavers (for LES parking only)

1.2. Contractor's quality control

1.2.0. The Contractor is responsible for quality and shall establish and maintain an effective quality control system. The contractor shall define the QC responsible person who is qualified to develop the quality control plan, perform frequent quality control inspections.

1.2.1 The Contractor shall submit the Quality Control Plan (QCP) to the Contracting Officer Representative (COR) within **seven (7)** calendar days after Contract Award.

1.2.2. The Contractor shall submit a Quality Control Report (QCR) to the Contracting Officer Representative (COR) **daily.** Reporting shall begin on the first day the contractor's forces arrive on site and shall continue until the contractor's forces have completely demobilized. Daily reports shall be submitted by 08:00am the following morning and shall include, at a minimum, the information discussed in this section. the report format shall be accepted by the COR prior to use.

1.2.3. The Quality Control Report (QCR) shall include the following as minimum:

a. Project title and project number.
b. Date of inspection
c. A procedure for inspection of work and materials.
d. A corrective action procedure for identifying and controlling site deficiencies from identification through corrective action and acceptance.

1.2.4. Daily inspections shall be carried out to ensure that control activities are providing continued compliance with contract requirements until completion of the feature of work. Final inspections shall be conducted, and all deficiencies corrected prior to starting additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal deficient work.

1.2.5. Completion Inspection:

a. Punch-List Inspection: At completion of all work or any increment thereof, the contractor shall conduct joint inspections of the work with the government. The contractor shall record all deficiencies and work identified as not conforming to the plans and specifications, and a list of findings, by location, shall be submitted to the COR within two days after each joint inspection. The list of these findings shall constitute the punch-list. At completion of all punch-list work or any increment thereof, the contractor shall conduct a joint re-inspection with the COR to verify completion of the punch-list work. Both the contractor and the COR shall confirm mutual agreement of completion by signing the punch-list and indicating that each item on the punch-list is complete. The contractor shall submit two hardcopies of the signed punch-lit and electronic copy of the signed list in .pdf format.

b. Final Acceptance Inspection: No later than one (1) week after substantial completion the contractor shall conduct the joint, final acceptance inspection with the COR. The contractor shall provide a minimum of 7-days advance written notice to the COR and certify the work shall be complete prior to commencing the final acceptance inspection. During the joint, final acceptance inspection the contractor shall record all deficiencies and all work identified as not conforming to the plans and specifications. A list of the findings shall be submitted to the COR within two days after the inspection. the list of these contractor findings shall constitute the list of final acceptance defects. The contractor shall immediately complete all work on the list of final acceptance defects. At completion of all items on the list of final acceptance defects, the contractor shall conduct a joint re-inspection with the COR to verify completion. Both the contractor and COR shall confirm mutual agreement of completion by signing the list of final acceptance defects indicating that each item on the defects is complete. The contractor shall submit two hardcopies of the signed defects and electronic copy of the signed list in .pdf format.

1.2.6. Daily Reporting: The Contractor shall provide CQC Daily Reports that provide factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be in acceptable form that includes, as a minimum, the following information:

A. Contractor/subcontractor and their area of responsibility.

b. Work performed each day, giving location, description, and by whom performed.

c. List deficiencies noted along with corrective action.

d. Quantity of materials received at the site with statement as to acceptability, storage.

1.3. Safety and occupational health

1.3.1. Summary: The purpose of this document is to ensure compliance with current safety regulations as well as the health and safety of personnel avoiding any damage or injury. The contractor will accept all legal requirements or regulations currently enforced that concern safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work.

The latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 will be used as the source of minimum standards for the safety and health program at post. Contractors are expected to develop hazard controls methods in accordance with EM 385-1-1, and comply with the requirements in this manual through the duration of the project. (http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf).

1.3.2. The contractor must submit an Accident Prevention Plan specifically for the activity, immediately after the site survey.

1.3.3. The contractor must submit a Risk Assessment/Activity Hazard Analysis (AHA) specifically for the activity, immediately after the site survey.

1.3.4. The contractor must demonstrate understanding of his/her responsibilities related to the safety requirements by addressing hazards in preplanning processes and meetings.

1.3.5. The contractor is expected to provide a “competent person” to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.

1.3.6. The contractor will conduct a safety briefing and ensure individuals working at the site are aware of potential hazards before starting daily work.

1.3.7. The contractor shall ensure that individuals working at the site are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

1.3.8. The contractor must ensure that all their workers are trained and certified to perform the job activity.

1.3.9. The contractor must submit all training records and certificates of their workers related to the project before commencement.

1.3.10. The contractor must submit all equipment and operator certificates that is related to the project before commencement.

1.3.11. The contractor must accept the safety standards set by the US Embassy, EM-385-1-1.

1.3.12. Smoking is prohibited at the work site and will be used only in designated area for smokers.

1.3.13. The contractor will report accidents to the COR who will pass the data to the POSHO or Safety Coordinator.

1.3.14. The COR will work directly with the contractor ensuring all Safety Requirements are met as described in this document and in case it is needed the COR will report to the POSHO or Safety Coordinator any safety deficiency found before or during the execution of the project.

In case the COR identifies unsafe acts or conditions that could affect significantly the health or safety of Consulate personnel, contractors, subcontractors, third parties or government property, the work can be stopped by the COR until the condition is fixed. If different work conditions appear during the project, the COR can indicate further safety requirements to the contractor.

The COR may share safety related information with the POSHO and Safety Coordinator to guarantee personnel safety and government property conservation.

1.4. **Waste Management**: The intent of this Specification is to instruct the contractor to divert non-hazardous construction and demolition debris from disposal in landfills and incineration facilities, and to redirect recyclable and/or recoverable resources back to the manufacturing process and reusable materials to appropriate locations.

1.4.1. Waste Management Plan: The Contractor shall submit an Integrated Waste Management Plan for non-hazardous waste and a sample of the Waste Removal Form(s) to document the method for reducing impact on the environment.

1.4.2. Waste Handling:

a. Designate a specific location on site to facilitate separation of materials for potential reuse, salvage, recycling, and charity donations.
b. Provide appropriate containers for the construction materials. Keep waste bins and pile areas neat and clean. Clearly mark bins for each category of waste. Do not commingle non-recyclable waste with materials designated for reuse or recycling.
c. Transport material in accordance with local rules and regulations

DIVISION2 – TECHNICAL SCOPE OF CONSTRUCTING NEW SIDEWALKS

2.1. Earthwork:

2.1.1. Preparing subgrade for sidewalks:

Definitions:

A. Backfill: soil material or controlled low-strength material used to fill an excavation.
B. Base Coarse: Coarse placed between the subbase course and cast-in-concrete.
C. Borrow soil: satisfactory soil imported from off-site for use as fill or backfill.
D. Drainage Coarse: Coarse supporting the slab-on-grade upward capillary.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the COR. Authorized additional excavation and replacement material will be paid for according to the Contract provisions for unit prices and changes in the work.
   2. Bulk Excavation: Excavation is more than 3 meters in width and more than 9 meters in length.
   3. Unauthorized Excavations: Excavation below subgrade or beyond indicated lines and dimensions without direction by the COR. Unauthorized Excavation, as well as remedial work direct by the COR, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

I. Bedding Coarse: Course placed over the excavated subgrade in a trench before laying pipe.

2.1.2. Products:

A. Satisfactory Soil: ASTM D 2487 soil classification. Third party qualified testing agency is required.

B. Subbase material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940 or equivalent; with at least 90 percent passing a 37.5mm sieve and not more than 12 percent passing a 0.075mm.

C. Base course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940 or equivalent; with at least 95 percent passing a 37.5mm sieve and not more than 8 percent passing a 0.075mm.

D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940 or equivalent; with at least 90 percent passing a 37.5mm sieve and not more than 12 percent passing 0.075mm.

E. Bedding course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940 or equivalent; with at least 100 percent passing a 25 mm sieve and not more than 8 percent passing a 0.075mm.

F. Drainage Course: Narrowly graded mixture of washed crushed stone or crushed or uncrushed gravel; ASTM D 448 or equivalent; coarse-aggregate grading size 57 approximately 20mm in size; with 100 percent passing a 37.5mm sieve and 0 to 5 percent passing a 2.36 (No. 8) sieve.

G. Sand: ASTM C33 or equivalent; fine aggregate, natural, or manufactured sand.

2.1.3. Preparation:

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstruction, and deleterious materials from ground surface.

2.1.4. Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Excavated materials may include soil, gravel, obstruction, and plants. No changes in the contract sum or the contract time will be authorized for rock

excavation or removal of the materials. Excavate Surfaces under sidewalks to indicated line, cross sections, elevations, and subgrade.

2.1.4.1. **Subgrade Inspection:** Notify the COR when excavation has reached required subgrade.

Compact the exposed surface using 10 overlapping passes using a non-vibratory roller with a minimum weight of 10 tons (or equivalent) to obtain improved subgrade.

2.1.4.2 Backfill: Place and compact backfill in excavations promptly, but not before completing the following:

scarify and recompact top 150 mm below fill subgrade and compact each layer of backfill or fill soil material to 92 percent or greater.

Places backfill and fill soil materials in layers not more than 300 mm in loose depth for material compacted by heavy compaction equipment. Loose depths of 100 to 150 mm should be used for material compacted by hand-operated tampers.

Places backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

2.1.4.3. Grading: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
a. Provide smooth transition between adjacent existing grades and new grades.
b. cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
c. Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within 25mm.

2.1.4.4. Subbase and Base courses:
a. Place subbase and base course on approved subgrades free of mud, loose soil, deleterious materials, etc.
b. On prepared subgrade, place subbase and base course under sidewalks as follow:

1. Place base course material over subbase course under concrete.
2. shape subbase and base course to required crown elevations and cross-slope grades.
3. Place subbase and base course 150 mm or less in compacted thickness in a single layer.
4. Place subbase and base course that exceeds 150 mm in compacted thickness in layers of equal thickness, with no compacted layer more than 150 mm thick or less than 75 mm thick.
5. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 92 percent of maximum dry unit weight according to ASTM D 1557.

2.1.4.5 Protection

A. Protecting Graded Areas: Protect newly graded areas from traffic, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances were completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. certify or remove and replace soil material to depth as directed by the Project Director; reshape and recompact.
2. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
3. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

2.1.4.6. Disposal of Surplus and waste Material:

A. Disposal: Remove surplus satisfactory soil and rock and waste material, including unsatisfactory soil and rock, trash, and debris, and legally dispose of it off the Government's property as directed by the COR.
B. Disposal: Transport surplus satisfactory soil to designated storage areas on the Government's property. Stockpile or spread soil as directed by the Project Director.

2.2. Cast-In-Place Concrete

Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes for the sidewalks

2.2.1. Definitions

A. Cementitious Materials: Portland cement alone or in combination with one of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, or silica fume; subject to compliance with requirements.

2.2.2. Submittals:

A. Product Data: For each type of manufactured material and product indicated.
B. Design Mixture: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments. Use form in Attachment A to this Section
1. Submit written reports to Project Director/COR of each proposed mix prepared and sealed by professional engineer for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until Project Director/COR has approved proposed mix designs.

2. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Certified Mill Test Reports: Submit Certified Mill Test Reports for each heat representing all reinforcing steel supplied to the project.

D. Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and support for concrete reinforcement

E. Formwork Shop Drawings: Prepared, signed and sealed by a professional engineer indicating fabrication and erection of forms of specific finished concrete surfaces. Show form

construction including jointing, special form joints or reveals, location and pattern of form tie placement, and other items that affect exposed concrete visually. Show locations and detail construction joints for concrete work.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and installing and removing reshoring.
2. Review is for general applications and features only. Designing formwork and shoring sequence for structural stability and efficiency is Contractor's responsibility.

F. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements, including where applicable, compatibility with other subsequent materials and finishes:
1. Cementitious materials and aggregates.
2. Form materials and form-release agents.
3. Steel reinforcement indicating physical and chemical analysis
4. Reinforcement accessories.
5. Fiber reinforcement.
6. Admixtures.
7. Water stops.
8. Curing and sealing materials.
9. Floor and slab treatments.
10. Bonding agents.
11. Adhesives.
12. Vapor barriers.
13. Epoxy joint filler.
14. Joint-filler strips.
15. Repair materials.
16. Other proprietary items.

2.2.3. Quality Assurance

A. Installer Qualifications: Experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project, and whose work has resulted in construction with record of successful in-service performance. As an example, installer who employs personnel on Project qualified as ACI-certified Flatwork Technician and Finisher and supervisor who is ACI-certified Concrete Flatwork Technician, or installer certified by ACI International Partner Associations as identified in Attachment D to this Section, is considered qualified.

B. Ready-Mix Concrete Manufacturer Qualifications: Firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturers certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" or similar certification program is demonstration of qualification.

C. Concrete Batch Plant Requirements: A site concrete batch plant that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

D. Professional Engineer Qualifications: Professional engineer who is experienced in providing engineering services of kind indicated. Engineering services are defined as those performed for formwork and shoring/ reshoring installations similar to those indicated for this Project in material, design, and extent.

E. Testing Agency Qualifications: Independent agency, acceptable to Project Director/COR, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as demonstrated by experience and appropriate certification such as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or equivalent certification program. Refer to Attachment D to this Section for listing of ACI International Partner Associations for equivalent international certification programs.
2. Personnel performing laboratory tests shall be qualified as demonstrated by experience and appropriate certification such as ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I or equivalent certification program. Testing Agency laboratory supervisor shall be qualified as demonstrated by experience and appropriate certification such as ACI-certified Concrete Laboratory Testing Technician - Grade II. Refer to Attachment D to this Section for listing of ACI International Partner Associations for equivalent international certification programs.

F. Cementitious Material Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

G. Reinforcing Steel Mill Qualifications: Reinforcing bars shall be manufactured by OBO prequalified manufacturer listed in Attachment B to this Section, or by manufacturer approved by OBO based upon variance process identified in Section 1903 of the OBO Building Code.

H. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

I. ACI Publications: Comply with the following codes and standards unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
3. ACI 211.1, “Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.”
4. ACI 303.1, “Standard Specification for Cast-in-Place Architectural Concrete.”
5. ACI 304R, “Guide for Measuring, Mixing, Transporting, and Placing Concrete.”
6. ACI 305.1, “Specification for Hot Weather Concreting.”
7. ACI 306.1, “Standard Specification for Cold Weather Concreting.”
8. ACI 308.1, “Standard Specification for Curing Concrete.”
9. ACI 309R, “Guide for Consolidation of Concrete.”
10. ACI 318M, “Building Code Requirements for Structural Concrete.”
11. ACI 347, “Guide to Formwork for Concrete.”
12. ACI 336.1, “Specification for Construction of Drilled Piers.”
13. ACI 350, “Code Requirements for Environmental Engineering Concrete Structures.”

J. CRSI Publication: Comply with Concrete Reinforcing Steel Institute (CRSI) “Manual of Standard Practice, except where more stringent requirements are indicated or specified.

K. Concrete Testing Service: Engage qualified independent testing agency to perform material evaluation tests and to design concrete mixtures. Approved OBO independent testing labs are those labs accredited by International Accreditation Services, Inc. (IAS), or inspected by Cement and Concrete Reference Laboratory (CCRL), or labs at OBO prequalified reinforcing steel mills, or labs at approved State Department of Transportation labs. See Attachment C to this Section.

L. Mockups: Cast concrete slab-on-grade [**and formed-surface**] panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.

M. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

N. ACI Publications: Comply with the following codes and standards unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
3. ACI 211.1, “Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.”
4. ACI 303.1, “Standard Specification for Cast-in-Place Architectural Concrete.”
5. ACI 304R, “Guide for Measuring, Mixing, Transporting, and Placing Concrete.”
6. ACI 305.1, “Specification for Hot Weather Concreting.”
7. ACI 306.1, “Standard Specification for Cold Weather Concreting.”
8. ACI 308.1, “Standard Specification for Curing Concrete.”
9. ACI 309R, “Guide for Consolidation of Concrete.”
10. ACI 318M, “Building Code Requirements for Structural Concrete.”
11. ACI 347, “Guide to Formwork for Concrete.”
12. ACI 336.1, “Specification for Construction of Drilled Piers.”
13. ACI 350, “Code Requirements for Environmental Engineering Concrete Structures.”

O. CRSI Publication: Comply with Concrete Reinforcing Steel Institute (CRSI) “Manual of Standard Practice, except where more stringent requirements are indicated or specified.

P. Concrete Testing Service: Engage qualified independent testing agency to perform material evaluation tests and to design concrete mixtures. Approved OBO independent testing labs are those labs accredited by International Accreditation Services, Inc. (IAS), or inspected by Cement and Concrete Reference Laboratory (CCRL), or labs at OBO pre-qualified reinforcing steel mills, or labs at approved State Department of Transportation labs. See Attachment C to this Section.

Q. Mockups: Cast concrete slab-on-grade [**and formed-surface**] panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.

2.2.4. DELIVERY, STORAGE, AND HANDLING

A. Store cement, aggregate, admixture, water, embedded items and reinforcing them in a manner to prevent deterioration or intrusion of any foreign matter. Do not use damaged or deteriorated materials.

B. Deliver, store, and handle steel reinforcement to prevent bending and damage.

1. Avoid damaging coatings on steel reinforcement.
2. Repair damaged epoxy coatings on steel reinforcement according to ASTM D 3963/D 3963M.

2.2.4.1 Form Materials

A. Forms for Exposed Finish Concrete: Plywood, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints or as shown on drawings.
B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
C. Chamfer Strips: Wood, metal, PVC or rubber strips, 20 mm by 20 mm.
D. Form Release Agent: Provide commercially formulated form release agent with a maximum of 450 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
E. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no metal closer than 40 mm to the plane of the exposed concrete surface.

1. Provide ties that, when removed, will leave holes not larger than 25 mm in diameter in the concrete surface.

2.2.4.2. STEEL REINFORCEMENT: 10mm coated steels rebars.

2.2.4.3. Concrete Materials:

A. Portland Cement: ASTM C 150, Type I or Type I / II for above grade concrete; Type V for below grade concrete.
1. At Contractor's option may use Type III for above grade concrete.
2. Use one brand of cement throughout Project unless otherwise acceptable to COR.
B. Fly Ash: ASTM C 618, Class F.
C. Ground Granulated Blast-Furnace Slag (GGBF): ASTM C 989, Grade 100 or 120.
D. Silica Fume: ASTM C 1240.
E. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
1. Coarse aggregate size for concrete in walls, columns, beams, and structural slabs shall not exceed 20 mm.
2. Coarse Aggregates: (a) General Use: 25 mm to 4.75 mm; (b) Walls, Columns, Beams, and Structural Slabs: 20 mm to 4.75 mm; (c) Tight Placement: 12.5 mm to 4.75 mm.
3. Fine Aggregates: Fineness modulus shall not be less than 2.3 nor more than 3.1.
4. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve, on the No. 50 (0.300 mm) sieve, and the No. 100 (0.150 mm) sieve.
5. Materials that contain particles that will discolor the surface shall not be used for any exposed concrete.
6. Provide aggregates from a single source for exposed concrete.
7. Do not use aggregates containing chloride ions in excess to the requirements of ACI for concrete construction in corrosive environments.
F. Water: Potable and/or Non-Potable complying with ASTM C 94.

2.2.4.4. Admixtures:

A. A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

C. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Axim Italcementi Group, Inc.; CATEXOL CN-CI.
    b. BASF Construction Chemicals - Building Systems; Rheocrete CNI.
    c. Euclid Chemical Company (The), an RPM company; [**ARRMATECT**] [**EUCON BCN**] [**EUCON CIA**].
    d. Grace Construction Products, W. R. Grace & Co.; DCI.
    e. Sika Corporation; Sika CNI.

D. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. BASF Construction Chemicals - Building Systems; Rheocrete 222+.
    b. Cortec Corporation; MCI- [**2000**] [**2005NS**].
    c. Grace Construction Products, W. R. Grace & Co.; DCI-S.
    d. Sika Corporation; FerroGard 901.

2.2.4.5. Water stops:

A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factories fabricate corners, intersections, and directional changes.

1. Profile: Flat, dumbbell with center bulb.
2. Dimensions: 150mm by 10mm thick.

B. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factories fabricate corners, intersections, and directional changes.

1. Profile: Flat, dumbbell with center bulb.
2. Dimensions: 150mm by 10mm thick.

C. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Rubber Waterstops:
    a. Greenstreak.
    b. Progress Unlimited Inc.
    c. Westec Barrier Technologies; Div. of Western Textile Products, Inc.
2. PVC Waterstops:
    a. Greenstreak.
    b. Meadows: W. R. Meadows, Inc.
    c. Murphy: Paul Murphy Plastics Co.
    d. Progress Unlimited Inc.
    e. Vinylex Corporation.
    f. Sika Corporation.

D. Self-Expanding Strip Waterstops: Manufactured rectangular or trapezoidal strip, sodium bentonite or other hydrophylic material for adhesive bonding to concrete.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    a. Volclay Waterstop-RX; Colloid Environmental Technologies Co.
    b. Conseal CS-231; Concrete Sealants Inc.
    c. Swellseal Joint; De Neef Construction Chemicals (U.S.) Inc.
    d. Superseal; Tremco Incorporated.
    e. Hydrotite; Greenstreak.

2.2.4.6. Concrete Mixes:

A. Prepare design mixes for each type and strength of concrete determined by laboratory trial batch method as specified ACI 211.1, ACI 301 and ACI 318M. Use an independent testing agency acceptable to the Project Director and Quality Control Manager for preparing and reporting proposed mix designs. Do not use the same testing agency for field quality control testing.

B. Submit written reports to the Project Director of each proposed mix prepared and sealed by a professional engineer for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until the Project Director has approved proposed mix designs.

C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Limit use of fly ash and ground granulated blast furnace (GGBF) slag to not exceed 20 percent of cementitious content by weight.
2. Limit use of silica fume to not exceed 10 percent of cementitious content by weight.

D. Design mixes to provide normal weight concrete with properties as indicated herein and on the Structural Drawings.

1. Perimeter Walls: Proportion normal-weight concrete mix as follows:
    a. Compressive Strength (28 Days): 25 MPa minimum.
    b. Maximum Slump: 125 mm
2. Slab on Grade, Suspended Slabs, and Building Frame Members: Proportion normal-weight concrete mix as follows:
    a. Compressive Strength (28 Days): 30 MPa minimum.
    b. Maximum Slump: 125 mm.

c. Maximum Slump for Concrete Containing High-Range, Water-Reducing Admixture: 200 mm after Admixture is added to concrete with 50 mm to 75 mm slump.

3. Mud Slabs:

a. Compressive Strength (28) days: 20 MPa minimum

b. Maximum Slump: 125 mm

E. Water-Cementitious Materials Ratio: Provide concrete for following conditions with maximum water-cementitious materials (W/C) ratios as follows:

1. Unless noted otherwise: Maximum W/C = 0.50.

2. Maximum Water-Cementitious Materials Ratio: 0.45 for concrete subject moderate sulfate exposure or required to have low water permeability or subject to freeze and thawing while moist.

3. Maximum Water-Cementitious Materials Ratio: 0.40 for concrete subject to severe or very severe sulfate exposure or for corrosion protection of steel reinforcement in concrete exposed to chlorides from deicing chemicals, salt, saltwater, brackish water, seawater, or spray from these sources.

G. Minimum Cementitious Content: For concrete subject sulfate exposure (per ACI 318M Table 4.3.1) including foundations protected with two layers of bituminous dampproofing:

1. Moderate Sulfate Exposure: 334 kg/m3 minimum cementitious content.
2. Severe Sulfate Exposure: 362 kg/m3 minimum cementitious content.
3. Very Severe Sulfate Exposure: 390 kg/m3 minimum cementitious content.

G. Limit water-soluble, chloride ion content in hardened concrete to 0.15 percent by weight of cement.

H. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.

2. Use water-reducing and retarding admixtures when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use high range water-reducing admixture in pumped concrete as required for pumpability and workability and concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

4. Use corrosion-inhibiting admixture in concrete mixes where indicated. Corrosion inhibiting admixture is to be added at the Project site.

a. Provide corrosion-inhibiting admixture with a minimum dosage of 15 liters per cubic meter of concrete for all below grade concrete.

2.2.4.7. LIQUID FLOOR TREATMENTS

A. Coordinate with Architectural Finish Schedule.

B. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

1.Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. ChemMasters; Chemisil Plus.
b. ChemTec Int'l; ChemTec One.
c. Conspec by Dayton Superior; Intraseal.

d. Curecrete Distribution Inc.; Ashford Formula.
e. Dayton Superior Corporation; Day-Chem Sure Hard (J-17).
f. Edoco by Dayton Superior; Titan Hard.
g. Euclid Chemical Company (The), an RPM company; Euco Diamond Hard.
h. Kaufman Products, Inc.; SureHard.
I. L&M Construction Chemicals, Inc.; Seal Hard.
j. Meadows, W. R., Inc.; LIQUI-HARD.
k. Metalcrete Industries; Floorsaver.
l. Nox-Crete Products Group; Duro-Nox.
m. Symons by Dayton Superior; Buff Hard.
n. US SPEC, Division of US Mix Products Company; US SPEC Industraseal.
o. Vexcon Chemicals, Inc.; Vexcon StarSeal PS Clear.

C. Penetrating Liquid Floor Treatments for Polished Concrete Finish: Clear, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and is suitable for polished concrete surfaces.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

2.2.4.8. Concrete mixing

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M[**and ASTM C 1116/C 1116**], and furnish batch ticket information.

1. When air temperature is between 30 deg C and 32 deg C, reduce mixing and delivery time from 90 minutes to 75 minutes, and when air temperature is above 32 deg C, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 0.75 cu. m or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 0.75 cu. m, increase mixing time by 15 seconds for each additional 0.75 cu. m.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

2.3. Execution:

2.3.1. Formwork

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 3 mm for smooth-formed finished surfaces.
2. Class B, 6 mm for rough-formed finished surfaces and Parking Structures.
3. **[Class C, 12 mm] [Class D, 25 mm]** for rough-formed finished surfaces of foundations elements and grade beams.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

2.3.2. Steel reinforcement:

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Install in accordance with steel reinforcement placement shop drawings that have been reviewed by the Project Director.

C. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.

D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover as approved by the Project Director.

1. Shop- or field-welding reinforcement according to AWS D1.4, where indicated.
2. Welding of reinforcing bars not permitted unless indicated on the structural drawings.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Secure overlaps with wire.

2.3.3. Joints

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by COR. Indicate locations and show details on shop drawing submittals.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 40 mm into concrete.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction (Control) Joints in Slabs-on Grade: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 3 mm wide by one-fourth of the slab depth or inserts 6 mm wide by one-fourth of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
2. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
3. If joint pattern is not shown, provide joints not exceeding 4.5 meters in either direction and located to be conform to bay spacing wherever possible (at column centerlines, half bays, third bays).
4. Discontinue reinforcing through joint only as shown on the drawings.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 12 mm or more than 25 mm below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.

1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint, unless indicated otherwise on the drawings.

2.3.4. Water Stops:

A. Flexible Waterstops: Install in construction joints as indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of Work. Field-fabricate joints in waterstops according to manufacturer's written instructions.

B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, bonding or mechanically fastening and firmly pressing into place. Install in longest lengths practicable.

2.3.5. Concrete Placement

A. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

B. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

C. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Project Director.

D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation and at such a rate of placement not to exceed the maximum shown on the formwork shop drawings.

E. Deposit concrete in forms in horizontal layers no deeper than 600 mm and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.

1. Consolidate placed concrete with mechanical vibrating equipment supplemented by hand spading, rodding, or tamping. Use equipment and procedures for consolidating concrete recommended by ACI 309R.

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 150 mm into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 32 deg C at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
4. Concrete placement shall not be started if the temperature is 40 deg. C and rising or until it is 43 deg. C and falling. All concrete placements shall be completed at ambient air temperature of less than 45 deg. C.

2.3.6. CONCRETE PROTECTION AND CURING:

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 1 kg/m2 x hour (0.20 lbs./ft.2 x hour) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 300-mm lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 300 mm, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    b. Cure concrete surfaces to receive floor coverings by moisture cure or with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated on Architectural Drawings in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.

b. Continuous water-fog spray.

c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 300-mm lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 300 mm, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

a. Moisture cure or use moisture-retaining covers to cure concrete.

3. Curing Compound: Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared. Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

5. Hot-Weather Curing: Cure concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

a. When ambient air temperature is expected to be greater or equal to 36 deg. C in the following seven days after flatwork is poured it shall be moist cured for a minimum of seven days.

2.3.7. Joint Filling:

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least six months. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

C. Install semi-rigid epoxy joint filler the full depth in saw-cut joints and at least 50 mm deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

2.3.8. Concrete Surface Repair:

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to the Project Director. Remove and replace concrete that cannot be repaired and patched to the Project Directors approval.

B. Patching Mortar: Mix dry-pack mortar, consisting of one part portland cement to 2½ parts fine aggregate passing a 1.2 mm (No. 16) sieve, using only enough water as required for handling and placing.

C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of the Project Director. Surface defects include color

and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discoloration that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 12 mm in any dimension in solid concrete but not less than 25 mm in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cork cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by COR.

2.3.9. Concrete Crack Repair:

A. Epoxy Crack Injection: Comply with manufacturer's written instructions and the following:
1. Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond, and clean cracks with oil-free compressed air or low-pressure water to remove loose particles.
2. Place injection ports as recommended by epoxy manufacturer, spacing no farther apart than thickness of member being injected. Seal injection ports in place with capping adhesive.
3. Seal cracks at exposed surfaces with a ribbon of capping adhesive at least 6 mm thick by 25 mm wider than crack.
4. Inject cracks wider than 0.075 mm to a depth of 200 mm or to a width of less than 0.075 mm, whichever is less.
5. Inject epoxy adhesive, beginning at widest part of crack and working toward narrower parts. Inject adhesive into ports to refusal, capping adjacent ports when they extrude epoxy. Cap injection ports and inject through adjacent ports until crack is filled.
6. After epoxy adhesive has set, remove injection ports and grind surfaces smooth.

2.3.10 VAPOR RETARDERS

L. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 150 mm and seal with manufacturer's recommended tape.

M. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder according to manufacturer's written instructions.

N. Granular Course: Cover vapor retarder with granular fill moisten, and compact with mechanical equipment to elevation tolerances of plus 0 mm or minus 20 mm.

2.4. Joint Sealant:

2.4.1. General: This section includes the following:

A. Expansion and contraction joints within Portland cement concrete pavement.

2.4.2. Materials

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.
B. Colors of Exposed Joint Sealants: Match COR's samples.

2.4.3. Cold-Applied joint sealants:

A. Multicomponent Jet-Fuel-Resistant Sealant for Concrete: Pourable, chemically curing elastomeric formulation complying with the following requirements for formulation and with ASTM C 920 for type, grade, class, and uses indicated:

1. Urethane Formulation: Type M; Grade P; Class 12-1/2; Uses T, M, and, as applicable to joint substrates indicated, O.
2. Coal-Tar-Modified Polymer Formulation: Type M; Grade P; Class 25; Uses T and, as applicable to joint substrates indicated, O.
3. Bitumen-Modified Urethane Formulation: Type M; Grade P; Class 25; Uses T, M, and, as applicable to joint substrates indicated, O.

B. Single-Component Jet-Fuel-Resistant Urethane Sealant for Concrete: Single-component, pourable, coal-tar-modified, urethane formulation complying with ASTM C 920 for Type S; Grade P; Class 25; Uses T, M, and, as applicable to joint substrates indicated, O.
C. Type NS Silicone Sealant for Concrete: Single-component, low-modulus, neutral-curing, nonsag silicone sealant complying with ASTM D 5893 for Type NS.
D. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.
E. Multicomponent Low-Modulus Sealant for Concrete and Asphalt: Proprietary formulation consisting of reactive petropolymer and activator components producing a pourable, self-leveling sealant.

2.4.4. Hot-Applied joint sealants:

A. Jet-Fuel-Resistant Elastomeric Sealant for Concrete: Single-component formulation complying with ASTM D 3569.
B. Jet-Fuel-Resistant Sealant for Concrete and Tar Concrete: Single-component formulation complying with ASTM D 3581.
C. Elastomeric Sealant for Concrete: Single-component formulation complying with ASTM D 3406.

2.4.5. JOINT-SEALANT BACKER MATERIALS:

A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint sealant manufacturer based on field experience and laboratory testing.

B. Round Backer Rod for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.
C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depths, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.

2.4.6. Primers:

A. Primers: Product recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint- sealant-substrate tests and field tests.

2.4.7. Execution:

2.4.7.1 Examination:

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

2.4.7.2. Preparation:

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.
B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

2.4.7.3. Installation of Joint Sealants:

A. General: Comply with joint sealant manufacturer's written installation instructions applicable to products and applications indicated, unless more stringent requirements apply.
B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of backer materials.
2. Do not stretch, twist, puncture, or tear backer materials.
3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.

D. Install sealants by proven techniques to comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses provided for each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform

beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealants from surfaces adjacent to joint.
2. Use tooling agents that are approved in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint sealant manufacturer's written instructions, unless otherwise indicated.

G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

2.4.7.4. Cleaning:

A. Clean off excess sealants or sealants smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

2.4.7.5. Protection:

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

2.5. FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

D. Related Unformed Surfaces: At the tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smoothly and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

2.6. FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces

C. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 6 mm in one direction.

1. Apply scratch finish to surfaces indicated and to receive concrete floor toppings.

D. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces indicated, to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

E. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces indicated, exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
2. NOB, NOX, Support Annex, Warehouse, MSGQ, CMR, and Staff Housing: Finish surfaces to the following tolerances, according to ASTM E 1155 (ASTM E 1155M), for a randomly trafficked floor surface:

F. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated and where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

G. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Project Director/COR before application.

H. Slip-Resistive Finish: Before final floating, apply slip-resistive [**aggregate**] [**aluminum granule**] finish where indicated and to concrete stair treads, platforms, and ramps. Apply according to manufacturer's written instructions and as follows:

1. Uniformly spread 12 kg/10 sq. m (25 lb/100 sq. ft.) of dampened slip-resistive aggregate over surface in one or two applications. Tamp aggregate flush with surface, but do not force below surface.
2. After broadcasting and tamping, apply float finish.
3. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive aggregate.

Dry-Shake Floor Hardener Finish: After initial floating, apply dry-shake floor hardener to surfaces according to manufacturer's written instructions and as follows:

1. Uniformly apply dry-shake floor hardener at a rate of 50 kg/10 sq. m (100 lb/100 sq. ft.) unless greater amount is recommended by manufacturer.

2. Uniformly distribute approximately two-thirds of dry-shake floor hardener over surface by hand or with mechanical spreader, and embed by power floating. Follow power floating with a second dry-shake floor hardener application, uniformly distributing remainder of material, and embed by power floating

DIVISION 3 – SCHEDULING

3.1 The Contractor shall submit a detailed project schedule in the form of a Gantt Chart identifying all activities required to complete the project. The schedule shall clearly indicate the duration, start date, finish date, sequencing, and dependencies of each task.

The project schedule shall, at a minimum, include the Project Execution Schedule (PES), Critical Path Method (CPM), and Work Breakdown Structure (WBS). The schedule shall identify critical milestones, key deliverables, and the overall project completion date.

Any proposed revisions or adjustments to the approved schedule shall be submitted to the COR for review and approval no less than seven (7) calendar days prior to the implementation of the change. The Contractor shall provide justification for all schedule modifications and demonstrate that the revised schedule will not adversely affect project completion or building operations.

The Contractor shall maintain and update the schedule throughout the project duration and provide revised versions upon request by the COR.

3.2 The Contractor shall complete all work required under this project within thirty **(30) calendar days** from the date of receipt of the Notice to Proceed (NTP). The Contractor shall provide sufficient labor, supervision, equipment, and resources to ensure timely completion of the project within the specified performance period.

DIVISION 4 – SITE UTILIZATION PLAN:

The Contractor shall submit a detailed Site Utilization Plan clearly describing how each work area will be secured throughout the project. The Contractor shall identify and mark all activity areas on the drawings provided by the COR.

At all times, the Contractor shall clearly designate and maintain safe pedestrian traffic routes for residents and building users throughout the duration of the work. Under no circumstances shall the Contractor block or close all building entrances and exits simultaneously. A minimum of one safe and accessible entrance and exit shall remain operational at all times for use by building occupants.

The Site Utilization Plan shall be reflected on the drawings and updated as necessary to correspond with each phase or activity of the project.

DIVISION 5 – BILL OF QUANTITY:

ITEM	D E S C R I P T I O N	UNIT	QTY	RATE (SAR)	AMOUNT (SAR)
	DIVISION 2 : Earth Work				
2.1	**Excavation Works**				
	Work shall include excavation to the required levels and grades in all types of soil for grade slabs, paving and sidewalks, including removal of shrubs, grading and compacting to finished grade levels or to sub-grade levels and transporting surplus excavated material to designated off- site disposal area as directed by the Engineer				
2.1.1	Excavation and compaction to area zone -1 By SDA Building	M3	38		
2.1.2	Excavation and compaction to area zone - 2 By Utility Building	M3	15		
2.1.3	Excavation and compaction to area zone - 3 By NOB Building	M3	12		
2.1.4	Excavation and compaction to area zone - 4 By LES Parking	M3	35		
2.2	**Backfilling Works**				
	Works shall include supply and installation of structural engineering fill material, depositing, grading and compacting layers to finished grades and to sub-grade levels. The structural engineering fill material specification should be as per the contract drawing and material specification.				
2.2.1	Backfilling and compaction to area zone -1 By SDA Building	M3	12		
2.2.2	Backfilling and compaction to area zone -2 By Utility Building	M3	6		
2.2.3	Backfilling and compaction to area zone -3 By NOB Building	M3	5		
2.2.4	Backfilling and compaction to area zone -4 By LES Parking	M3	62		
2.3	**Stone fill material**				

2.3.1	Supply and install approved crushed stone material at areas (Area 1,2,3 and 4) as indicated in the drawings between the newly constructed sidewalks and existing building structure, and/ or asphalted parking shades. Crushed stone size (3/8 to 1/2) inches.	M3	280		
2.4	**Drainpipe**				
2.4.1	Supply and install 50 mm dia. 1.7 M long, UPVC Drainpipe across the sidewalk at zone -1 By SDA Building to avoid any source of water adjacent to building structure	No	4		
To Bill Summary				**SAR**	

ITEM	D E S C R I P T I O N	UNIT	QTY	RATE (SAR)	AMOUNT (SAR)
	DIVISION 3: CONCRETE All specifications are in accordance to OBO Standard specification Section 033000 - CAST In Place Concrete Mix Design for Ready Mix Concrete should comply to ASTM C94 / C94 M Requirements Reinforced Bars shall be Epoxy Coated according to ASTM A 775 / A 775 M				
3.1	**Blinding Concrete Substructure** Supply, cast and cure poured plain concrete 100 mm thick with cement type (V) Sulphate Resistant Cement (SRC), grade C20, cement content not less than 200 Kg/M3 and minimum compressive strength 20 Mpa, complete, all in accordance with contract drawings and material specifications				
3.1.1	Under Slab on grade (Sidewalk)	M3	35		
3.2	**Reinforced Concrete Structure** Supply, cast, and cure poured reinforced concrete with cement type (V) Sulphate Resistant Cement (SRC), cement content not less than 280 Kg/M3, Grade C25, and Minimum Compressive strength 25 Mpa at				

	28 Days and slump limit 125 mm + / - 25 mm Broomed Finish, fillers, additive compounds, and all necessary accessories, complete, all in accordance with contract drawings and material specifications				
3.2.1	Cast in-situ reinforced concrete, 120 mm thick slab on grade for sidewalk, with one layer of 12 mm dia. bar, 150 mm spacing in both ways as per the details in Section-A on the drawings.	M2	119		
3.2.2	Cast in-situ reinforced concrete, 120 mm thick slab on grade for sidewalk, with one layer of 12 mm dia. bar, 150 mm spacing in both ways as per the details in Section-B on the drawings.	M2	50		
3.2.3	Cast in-situ reinforced concrete, 120 mm thick slab on grade for sidewalk, with one layer of 12 mm dia. bar, 150 mm spacing in both ways as per the details in Section-C on the drawings.	M2	95		
3.2.4	Cast in-situ reinforced concrete, 120 mm thick slab on grade for sidewalk, with one layer of 12 mm dia. bar, 150 mm spacing in both ways as per the details in Section-D on the drawings.	M2	98		
To Bill Summary				**SAR**	

ITEM	D E S C R I P T I O N	UNIT	QTY	RATE (SAR)	AMOUNT (SAR)
	DIVISION 7 : THERMAL AND MOISTURE PROTECTION				
7.1	**Vapor Barrier**				
	Supply and laying of 1000 Microns heavy duty polyethylene sheet below lean concrete	M2	350		
7.2	**Damp proofing**				
	Application of (2) coats cold-applied bitumen asphalt emulsion to all surfaces in contact with soil	M2	70		
7.3	**Expansion / Control Joints**				
7.3.1	Supply and install filler board 12 mm thick joint with sealant (from Fosam or approved	LM	29		

	equal) and backing rod as per the detail - A1, shown on the drawing				
7.3.2	Construct a Contraction Joint (saw cut) across the sidewalk slab on grade every 3-meter center to center, 3 mm thick and 30 mm deep (0.25 X Slab Thickness), detail -A2 on drawing	LM	67		
7.4	**Warning Pad**				
7.4.1	Supply and install Detectable Warning Mat (Pad) as shown on the drawings, size (60 X 120) cm, yellow color to match existing	No	3		
	To Bill Summary			**SAR**	

DIVISION 6 – DRAWING: Please refer to Section J Attachments

DIVISION 7 – DELIVERIBLES:
The following items shall be delivered to the COR under this contract.

DESCRIPTION	QUANTITY	DATE
Quality Control Plan (QCP)	1	7 days after award
Quality Control Report (QCR)		Daily starts after the project commencement
Safety Plan and Activity Hazard Analysis	1	7 days prior to actual work commencement
Project Execution Schedule (PES)	1	7 days prior to actual work commencement
List of Personnel, tools, material, equipment	1	10 days after award
Site Utilization Plan	1	15 Days prior to actual work commencement
Handing-over documents 1. As-built shop drawings AutoCAD and PDF 2. Material Technical data sheet. 3. Material supplier list along with contact details. 4. Rebar and concrete test reports	1	15 Days upon the project completion

END OF PERFORMANCE WORK STATEMENT

SECTION D - PACKAGING AND MARKING

- RESERVED -

SECTION E
INSPECTION AND ACCEPTANCE

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

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 see the 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.

E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system. This system shall include:

(a) Checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and

(b) Carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall notify the Contracting Officer or the COR of any conditions beyond the responsibility of the Contractor.

E2.1. INSPECTION BY GOVERNMENT

The COR will, from time to time, inspect the services being performed under and the supplies to determine that all 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 which may be required by the Contracting Officer as a result of inspection.

E.3 FINAL COMPLETION AND ACCEPTANCE

E.3.1 DEFINITIONS

(a) "Final completion and acceptance" means the stage in the progress of the work when all work required under the contract has been completed in a satisfactory subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

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

E.3.2 FINAL INSPECTION AND TESTS

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

E.3.3 FINAL ACCEPTANCE

The Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment when there is:

(a) Satisfactory completion of all required tests,

(b) Verification by the Contracting Officer on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion, and

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

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ***30*** 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 ***30*** **calendar days.** The time stated for completion shall include final cleanup of the premises and completion of punch list items.

F.1.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of ***$100*** **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 Termination clause.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-14 SUSPENSION OF WORK (APR 1984)

F.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

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 see the 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.

F.3 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

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

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

(c) The Contractor shall revise such schedules:

(1) To account for the actual progress of the work,

(2) To reflect approved adjustments in the performance schedule, and

(3) As required by the Contracting Officer to achieve coordination with work by the Government and any separate Contractors performing work for the Government.

The Contractor shall submit a schedule that sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language, unless otherwise provided, and any system of dimensions (such as English or metric) shown shall be consistent with that used in the contract. The Government in approving such deliverables shall allow no extension of time due to a delay if the Contractor has failed to act promptly and responsively in submitting its deliverables.

F.4 ACCEPTANCE OF SCHEDULE

The schedule shall be binding on the Contractor when the Government has accepted any time schedule. 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 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 it of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.5 NOTICE OF DELAY

The Contractor shall notify the Contracting Officer if the Contractor receives a notice of any change in the work, or if any other conditions arise that might cause or are actually causing delays that may result in completion of the project after the completion date. The Contractor shall notify the Contracting Officer of any change or other conditions on the approved schedule, and state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall notify the Government not more than ten (10) days following the first occurrence of the event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.6 NOTICE TO PROCEED

(a) The Contracting Officer will provide a Notice to Proceed (NTP) following:

(1) Receipt of Construction Schedule
(2) Receipt of the deliverables stated in F.9 as applicable.
(2) Acceptance of these documents by the Contracting Officer.

The Contractor shall then proceed with the work required, 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 insurance required. Issuance of a Notice to Proceed by the Government before receipt of the required insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.7 WORKING HOURS

All work shall be performed during ***08:00 to 17:00 Sundays through Thursdays*** except for the holidays identified below. The Contracting Officer may approve other hours if the Contractor gives 24 hours notice in advance.

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Junteenth day
Eid Al Fitr
Eid Al Adha
Saudi National Day
Saudi Founding Day

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

F.8 EXCUSABLE DELAYS

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

(1) Acts of God or of the public enemy,
(2) Acts of the United States Government in either its sovereign or contractual capacity,
(3) Acts of the government of the host country in its sovereign capacity,
(4) Acts of another contractor in the performance of a contract with the Government,
(5) Fires,
(6) Floods,
(7) Epidemics,
(8) Quarantine restrictions,
(9) Strikes,
(l0) Freight embargoes,
(11) Delays in delivery of Government furnished equipment, and

(12) Unusually severe weather.

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

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

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

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

F.9 DELIVERABLES

The Contractor shall deliver the following items under this contract:

Description	Quantity	Delivery Date	Deliver to
E.2. Inspection Reports	1	7 days after end of weekly period being reported	COR
E.2. Quality Assurance/Control Plan	1	7 days after award	COR
E.4. Request for Final Acceptance	1	5 days before inspection	COR
Quality Control Report (QCR)		Daily starts after the project commencement	COR
F.3. Construction Schedule	1	7 days after award	COR
Site Utilization Plan	1	15 Days prior to actual work commencement	COR
F.5. Notice of Delay	1	Within 10 days after the event	Contracting Officer
G.3. Payment Request	1	After completion and acceptance	COR
H.2.3. Insurance	1	7 days after award	Contracting Officer
H.11.1. Safety Plan and Activity Hazard Analysis	1	7 days prior to actual work commencement	COR
H.13.3. List of Personnel, tools, material, equipment	1	10 days after award	COR
Project Execution Schedule (PES)	1	7 days prior to actual work commencement	COR
Handing-over documents 1. As-built shop drawings AutoCAD and PDF 2. Material Technical data sheet. 3. Material supplier list along with contact details. 4. Rebar and concrete test reports	1	15 Days upon the project completion	COR

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

The Contractor shall perform all work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to:

(a) Bind the Government, and

(b) Exercise the rights, responsibilities, authorities and functions vested by the contract.

The Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as provided in the designation of that individual, such as an OBO Project Director.

G.2 MONITORING OF THE CONTRACTOR

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

(a) The Contracting Officer may designate in writing one or more Government employees, by 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 the ***Facility Engineer***

G.2.2 DUTIES

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

G.3 PAYMENT

G.3.1 GENERAL

The Contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.3.2 DETAIL OF PAYMENT REQUESTS

The Contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit and invoices shall be sent to:

US Consulate General Jeddah
Management Office
JeddahDBO@state.gov

G.3.3 PAYMENTS TO SUBCONTRACTORS

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

G.3.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the Contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.3.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the Contractor any amounts necessary to cover:

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

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

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

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

G.3.6. PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE

H.1.1 AMOUNT OF INSURANCE

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

General Liability: (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)	
(1) Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	***USD250,000.00***
Cumulative	***USD500,000.00***
(2) Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	***USD250,000.00***
Cumulative	***USD500,000.00***

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

(a) Any property of the Contractor,
(b) Its officers,
(c) Agents,
(d) Servants,
(e) Employees, or
(f) Any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.1.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

H.1.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.2 DEFINITIONS

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

(a) Contract Drawings or Drawings, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification.

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

(c) Host Country means the country where the project is located.

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

(e) Notice to Proceed (NTP) means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date in the Notice.

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

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

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

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

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

(k) Work means any and all permanent construction that is intended to be incorporated into the finished project that must be performed or otherwise provided by the Contractor under this contract.

H.3 OWNERSHIP AND USE OF DOCUMENTS

H.3.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

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

(b) Use and Return. The Contractor shall use the documents described in (a) only for this contract, not for other work or other contractors. The Contractor shall return additional copies provided to or made by the Contractor upon final completion of the work.

H.3.2 SUPPLEMENTAL DOCUMENTS

The Contracting Officer shall occasionally furnish detailed drawings and other information necessary to:

(a) Interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the contract documents; or

(b) 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 at no increase in price or extension of time, unless the Contractor objects in writing within 20 days.

H.3.3 RECORD DOCUMENTS

The Contractor shall maintain, at the project site:

(a) A current marked set of contract drawings and specifications indicating all interpretations and clarifications,

(b) Contract modifications and change orders, or

(c) Any other departure from the contract requirements approved by the Contracting Officer, and
(d) A complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.3.4 "AS-BUILT" DOCUMENTS

After final completion of the work, but before final acceptance, the Contractor shall provide complete sets of "as-built" drawings:

(a) Based on the record set of drawings,

(b) Marked to show the details of construction as actually accomplished, and

(c) Record shop drawings and other submittals, in the number and form as required by the specifications.

H.4 GOVERNING LAW

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

H.5 LANGUAGE PROFICIENCY

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

H.6 LAWS AND REGULATIONS

H.6.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, 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 directed by the Contracting Officer, the Contractor shall comply with the more stringent of:

(a) The requirements of such laws, regulations and orders; or

(b) The contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.6.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.6.3 SUBCONTRACTORS

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all required licenses and permits.

H.6.4 EVIDENCE OF COMPLIANCE

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

H.7 RESPONSIBILITY OF CONTRACTOR

H.7.1 DAMAGE TO PERSONS OR PROPERTY

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

H.7.2 RESPONSIBILITY FOR WORK PERFORMED

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

H.8 CONSTRUCTION OPERATIONS

H.8.1 OPERATIONS AND STORAGE AREAS

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall use only established site entrances and roadways.

H.8.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

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

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

H.9 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The temporary buildings and utilities shall be built with labor and materials furnished by the Contractor at no additional cost to the Government. The temporary buildings and utilities shall remain the property of the Contractor. The Contractor shall remove the temporary buildings at its expense on completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.10 SAFETY

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy all lawful claims of any persons or entities employed by the Contractor, including:

(a) Subcontractors,

(b) Material men and laborers,

for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

(a) Review and Approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

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

H.12 CONSTRUCTION PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The Contractor shall:

(a) Maintain discipline at the site and at all times;

(b) Take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and

(c) Take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

(a) Incompetent,

(b) Careless,

(c) Insubordinate or

(d) Otherwise objectionable, or

(e) Whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

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 notify the Contracting Officer and provide all relevant information.

H.12.3 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take ***30*** days to perform. For each individual the list shall include:

(a) Full Name
(b) Place and Date of Birth
(c) Current Address
(d) 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. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

(1) Names of the manufacturer;
(2) Model number;
(3) Source of procurement of each such product, material or equipment; and
(4) Other pertinent information concerning the:

(i) Nature,
(ii) Appearance,
(iii) Dimensions,
(iv) Performance,
(v) Capacity, and
(vi) Rating

unless otherwise required by the Contracting Officer.

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all items to the site as soon as practicable.

The Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but that have not been delivered or secured at the site. The Contractor shall clearly indicate the use of such items for this U.S. Government project.

H.13.3 BASIS OF CONTRACT PRICE

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor that have been specifically approved by the Contracting Officer. Any substitution approved by the Government after award of the contract shall be subject to an appropriate adjustment of the contract price.

H.13.4 SUBSTITUTIONS

(a) Prior Approval Required. Before substitutions -

(1) Proposed by the Contractor but not yet approved at the contract award, or

(2) Proposed by the Contractor after execution of the contract

may be used in the project, the Contractor must obtain approval in writing from the Contracting Officer. Any substitution request shall be timely and accompanied by sufficient information to permit the Government to evaluate its acceptability. The date shall provide reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. If the Contracting Officer determines the substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval Through Shop Drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) Final Approval on Delivery. Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.13.5 "OR-EQUAL" CLAUSE

References in Sections C or J to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in Sections C or J.

H.13.6 USE AND TESTING OF SAMPLES

(a) Use. The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. The Government will return upon request other samples not destroyed in testing or not approved.

(b) Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider any further samples of the same brand or make.

(c) Taking and Testing of Samples. The Contracting Officer may take samples of various materials or equipment delivered on the site or in place for additional testing by the Government outside of those required by the contract. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer accepts the nonconforming materials or equipment and adjusts the contract price.

(d) Cost of Additional Testing by the Government. When additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.14 SPECIAL WARRANTIES

H.14.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.14.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information that is 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.

H.15 EQUITABLE ADJUSTMENTS

H.15.1 BASIS FOR EQUITABLE ADJUSTMENTS

If an act occurs, that causes a change within the meaning of paragraph (a) of the "Changes" clause, the Contractor shall give 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.

H.15.2 DIFFERING SITE CONDITION NOTICE

The Contractor shall provide written notice of a differing site condition within (10) days of occurrence following the procedures in FAR 52.236-4, Differing Site Conditions.

H.15.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

(a) Itemization of Proposals and Requests. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with:

(1) An itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer, and

(2) All costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed Time Adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable). The Contractor shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.252-14, Suspension of Work.

H.17 ZONING APPROVALS AND BUILDING PERMITS

The Government shall be responsible for:

(a) Obtaining proper zoning or other land use control approval for the project,

(b) Obtaining the approval of the Contracting Drawings and Specifications,

(c) Paying fees due for the foregoing, and

(d) Obtaining and paying for the initial building permits.

SECTION I

CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

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 see the 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OF FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (NOV 2021)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (NOV 2021)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2026)

52.222-50 COMBATING TRAFFIKING IN PERSONS (OCT 2025)

52.225-5 TRADE AGREEMENTS (NOV 2023)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAY 2020) in accordance with FAR 25.3 of location is danger zone.

52.228-4 WORKERS COMPENSATION AND WAR-HAZARD INSURANCEOVERSEAS (APR 1984)

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

52.228-11 PLEDGES OF ASSETS (FEB 2021)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

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

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (APR 1984)

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

52.232-25 PROMPT PAYMENT (JAN 2017)

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

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

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

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

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

52.233-3 PROTEST AFTER AWARD (AUG 1996)

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

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-14 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)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES – FIXED PRICE (AUG 1987)

52.243-4 CHANGES (JUNE 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)

52.246-26 REPORTING NONFORMING ITEMS (AUG 2024)

52.248-3 VALUE ENGINEERING - CONSTRUCTION (OCT 2025)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

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

52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (MAR 2026)

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

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

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

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

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

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

(v) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2026) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

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

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

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

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

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

(ix)

(A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

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

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

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

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2024) (E.O. 13423) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-15, (Reserved)

(xvi) 52.223-20, Aerosols (MAY 2024) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvii) 52.223-21, Foams (MAY 2024) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xviii)

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

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

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

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

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the

threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

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

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

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

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

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

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

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

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

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____

_____

[Insert one or more Internet addresses]

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

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

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

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of

God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c)

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

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

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email 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)

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm* .

(End of clause)

652.215-70 EXAMINATION OF RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

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

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

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

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

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

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

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

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) 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 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:
(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That is has obtained all necessary licenses and permits required to perform this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.243-70 NOTICES (AUG 1999)

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

PART III
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J
LIST OF ATTACHMENTS

Attachment Number	Description of Attachment	Number of Pages
Attachment 1	CONCRETE DESIGN MIXTURES SUBMITTAL FORM	3
Attachment 2	Engineering Designs	2

Attachment 1

ATTACHMENT A
CONCRETE DESIGN MIXTURES SUBMITTAL FORM
See Article on SUBMITTALS in this Section

Project: _____
City: _____
General Contractor: _____
Concrete Contractor: _____
Concrete Strength (Class): _____
Use (Describe): _____

Design Mixtures Information (Check One)

Based on Std. Deviation Analysis ☐
Trial Mixture Text Data ☐

Design Characteristics

Density		kg/m^3
Strength		MPa (28 day)
Air		% specified

If trial mixtures are used, the Design Mixtures shall be proportioned to achieve a required average compressive strength f'cr as follows:

- For f'c $\leq$ 35 MPa use the larger of: f'cr = f'c + 8.3 (MPa)
- For f'c > 35 MPa use the larger of: f'cr = 1.1f'c + 5 (MPa)

MATERIALS	TYPE/ SOURCE	SPECIFIC GRAVITY	MASS (kg)	ABSOLUTE VOL. (m^3)
Cement				
Fly Ash				
Silica Fume				
GGBF Slag				
Fine Aggregate				
Course Aggregate				
Water				
Air				
Other				
		Total		m^3

Water/Cementitious Material Ratio (kg water/kg cementitious material) = _____

ADMIXTURES	MANUFACTURER	DOSAGE (metric)
Water Reducer		
Air Entraining Agent		
High Range Water Reducer		
Non-Corrosive Accelerator		
Other		

Slump before HRWR _____ mm
Slump after HRWR _____ mm

Standard Deviation Analysis (from experience records):

# of Test Cylinders Evaluated:	
Standard Deviation:	

Required average compressive strength f'cr, when data is available to establish a standard deviation:

For f'c $\leq$ 35 MPa use the larger of:

- f'cr = f'c + 1.34s (MPa)
- f'cr = f'c + 2.33s-3.5 (MPa)

For f'c > 35 MPa use the larger of:

- f'cr = f'c + 1.34s (MPa)
- f'cr = 0.90f'c + 2.33s (MPa)

Note: Refer to ACI 301 to adjust deviation if total number of tests is less than 30.

Laboratory Test Data

Compressive strength	AGE (DAYS)	MIX #1	MIX #2	MIX #3
	7	MPa	MPa	MPa
	7	MPa	MPa	MPa
	28	MPa	MPa	MPa
	28	MPa	MPa	MPa
	28 average	MPa	MPa	MPa

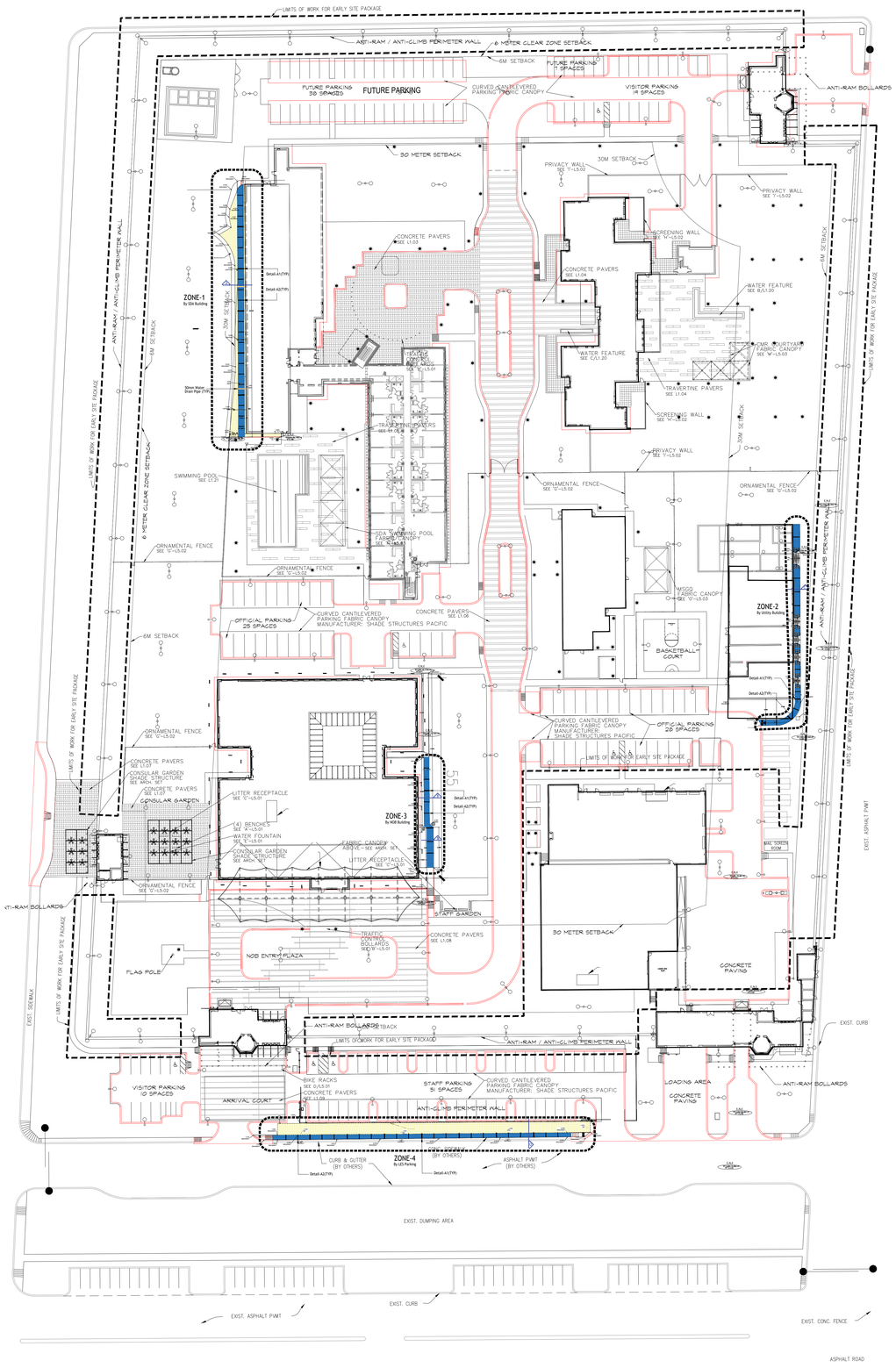
REQUIRED ATTACHMENTS:

Combined Aggregate Gradation Report	
Standard Deviation Analysis Summary or Trial Mixture Test Data	
Admixture Compatibility Certification Letter	

Note: 8% - 18% aggregate required to be retained on each sieve except the top size and the #100

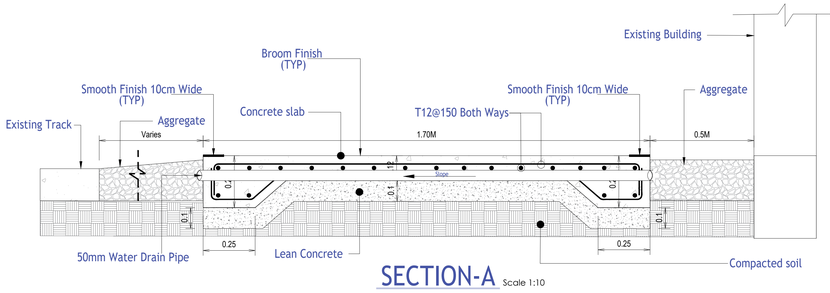
Submitted by:

Name: _____
Address: _____
_____
Phone #: _____
Main Plant Location: _____
Kilometers to Project: _____
Secondary Plant Location: _____
Kilometers to Project: _____
_____
Date: _____

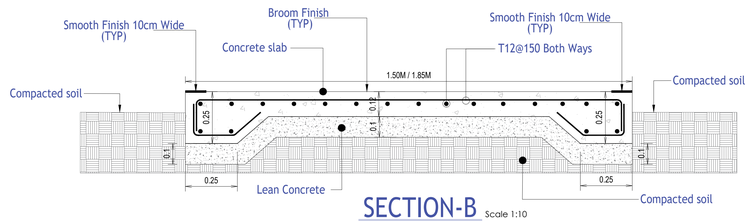


Scale 1:500

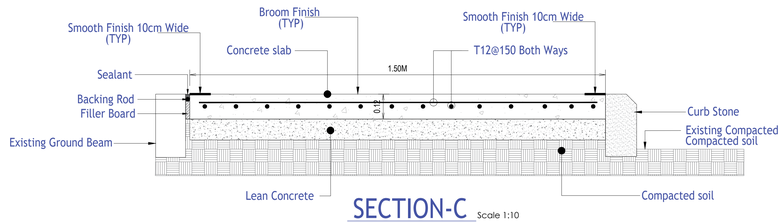
Point No.	East Coordinate	North Coordinate	Elevation
TP1	1000.00	1000.00	0.000
TP2	1000.06	1051.088	1.989
TP3	1006.25	1063.75	0.257
TP4	1006.63	1024.58	-0.023
TP5	981.75	961.93	0.542
TP6	897.73	1001.00	0.631
TP7	895.46	1018.44	0.671
TP8	896.02	954.75	0.654
TP9	859.98	1082.14	0.788
TP10	843.95	1081.89	0.633
TP11	986.29	930.47	0.426
TP12	982.89	897.21	-0.246
TP13	980.15	882.33	-0.418



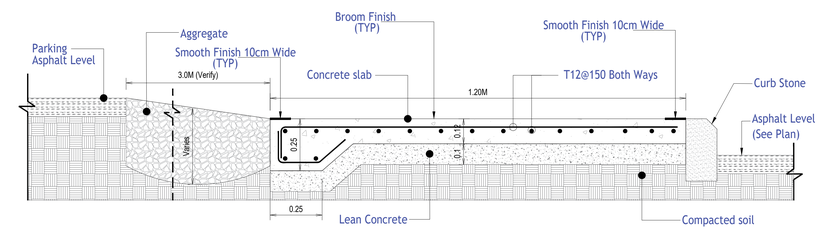
SECTION-A Scale 1:10



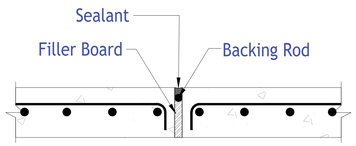
SECTION-B Scale 1:10



SECTION-C Scale 1:10

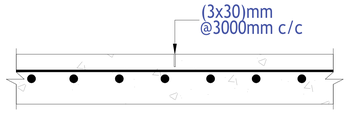


SECTION-D Scale 1:10



Expansion Joint

DETAIL -A1 Scale 1:5



Contraction Joint (saw cut)

DETAIL -A2 Scale 1:5

Notes:

Notes

REV:	DESCRIPTION:	BY:	DATE:
02			
00	For Approve	EWF	19/04/26

KEYPLAN:

STATUS:

CLIENT:

U.S. Consulate General Jeddah

CONTRACTOR:

GLOBAL STAFF Contracting Company شركة الفريق العالمي للمقاولات

JESA7007 , Jeddah. Saudi Arabia

PROJECT: Design and Engineering Services Sidewalk

TITLE: Site Survey

SCALE AT A0:	DATE:	DRAWN:	CHECKED:
1:100	19.04.2026	SWA	EWF

PROJECT NO:	DRAWING NO:	REVISION:
0288	001	00

PART IV
REPRESENTATIONS AND INSTRUCTIONS

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

K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]***; and
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

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

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

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

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

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $250,000, for each failure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

__ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

__ Offeror is an agency or instrumentality of a foreign government;

__ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.
__ Sole Proprietorship;
__ Partnership:
__ Corporate Entity (not tax exempt);
__ Corporate Entity (tax exempt);
__ Government entity (Federal, State, or local);
__ Foreign government;
__ International organization per 26 CFR 1.6049-4;
__ Other _____

(f) Common Parent.
___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
___ Name and TIN of common parent;
Name _____
TIN _____

K.4 RESERVED

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is_____ *[insert NAICS code]*.
(2) The small business size standard is _____ *[insert size standard]*.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(b)
(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
(i) □ Paragraph (d) applies.
(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c)
(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–
(A) The acquisition is to be made under the simplified acquisition procedures in part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.
(C) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.
(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
__ (vii) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

_____

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

(End of provision)

Alternate I (MAR 2023). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard

[*Contracting Officer to insert NAICS codes and size standards*].

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

K.6 52.204–24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

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

(a) *Definitions.* As used in this provision— *Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining,

or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

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

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

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

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

(End of provision)

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

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation,

unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

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

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

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

(a)

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

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

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

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

(2) *Examples*.

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

K10. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (FEB 2021)

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

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

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

K.11 52.225-18 PLACE OF MANUFACTURE.

As prescribed in 25.1101 (f)(, insert the following solicitation provision:

PLACE OF MANUFACTURE (AUG 2018)

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) □ Outside the United States.

(End of provision)

K.12 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

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

"Marginalized populations of Sudan" means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

K.13 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

K.14 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.15 THE FOLLOWING PROVISION IS INCORPORATED BY REFERENCE:

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

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

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*

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

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

http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an internet "search engine" (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (NOV 2021)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)
52.237-1	SITE VISIT (APR 1984)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO),

shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Agency.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 QUALIFICATIONS OF OFFERORS

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

(1) Be able to understand written and spoken English;

(2) Have an established business with a permanent address and telephone listing in ***Saudi Arabia*** or plans to establish an office within 30 days of contract award.

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

(4) Be able to demonstrate prior construction experience with references;

(5) Have the necessary personnel, equipment and financial resources available to perform the work;

(6) Have all licenses and permits required by local law;

(7) Meet all local insurance requirements;

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

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

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

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

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

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

L.5 SUBMISSION OF OFFERS

L.5.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.5.2 SUMMARY OF INSTRUCTIONS		
Each offer must consist of the following physically separate volumes:		
Volume	Title	Number of Copies
1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.	**1**
2	Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS. The price proposal shall include a completed Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATION	**1**
3	Performance schedule in the form of a bar chart and Business Management/Technical Proposal.	**1**

*The total number of copies includes the original as one of the copies.

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

Jeddah Contracting Office JeddahContractingoffice@state.gov

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

L.5.3 DETAILED INSTRUCTIONS

L.5.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.5.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.5.3.3 Volume III: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started 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 start and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project; and

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

(4) Bar chart indicating various portions of the work; when work will commence and be completed in each section

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;

(4) Contract dollar value;

(5) Brief description of the work, including responsibilities;
(6) Comparability to the work under this solicitation;

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

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

(9) Cost/Price Management history, including any cost overruns and underruns, and cost growth and changes;

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

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

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

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

(b) An organized site visit has been scheduled for ***July 22, 2026 at 10:00am***

(c) Participants will meet at ***US Consulate General, Jeddah, Saudi Arabia***

L.7 PREPROPOSAL CONFERENCE

A preproposal conference to discuss the requirements of this solicitation will be held on ***July 22, 2026*** at ***10:00 am*** time at ***US Consulate General, Jeddah, saudi Arabia***. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

L.8 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Blakeslee, Robert E (Jeddah) at ___<BlakesleeRE@state.gov>, . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.9 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between: N/A

L.10 FINANCIAL STATEMENT

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

Income (Profit-Loss) Statement that shows profitability for the past ***3*** years;

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

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

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

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

(a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

(1) Adequate financial resources or the ability to obtain them;

(2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(3) Satisfactory record of integrity and business ethics;

(4) Necessary organization, experience, and skills or the ability to obtain them;
(5) Necessary equipment and facilities or the ability to obtain them; and

(6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

M.3 SEPARATE CHARGES

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

M.4 **Evaluation Documents Requirements:**

The technical evaluation will be based on the presentation of the following documents:

1. The company profile and prequalification documents demonstrate the contractor's capability to execute the project to a high standard.
2. Demonstrated experience in similar projects. The offeror must provide details of projects completed within the last five years.
3. Submission of a proposed GANTT chart incorporating PES, CPM, and WBS.
4. Resumes of key project management personnel intended for deployment on this project, including Project Manager, Safety Manager, and Quality Controller.
5. Submission of complete submittals as outlined in Division 7 except after award deliverables.
6. The offeror must provide all necessary documentation confirming the company's registration in Saudi Arabia.

**********END OF SOLICITATION**********