Embassy of the United States of America

Lima, Peru

June 9, 2026

Dear Prospective Offeror:

Subject: Request for Proposal (RFP) 19PE5026R0002- Maintenance & Infrastructure Improvements at G-8/INL Facilities

Enclosed is a Request for Proposal (RFP) for the Maintenance & Infrastructure Improvements at G-8/INL Facilities, Air Wing #2 (Group 8), FAP Base–Callao. To submit a proposal, follow the instructions in Section J, complete all required portions, and submit them electronically to the address specified below.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although it reserves the right to conduct discussions with offerors in the competitive range if necessary.

A pre-proposal conference and site visit will be held on Monday, June 15, 2026 at 10:00 Lima time. To obtain site access, submit the names and DNIs or passport numbers of people attending the visit to espinozase@state.gov no later than Friday, June 12, 2026 09:00 a.m. to get the access to the project site.

Submit proposals in English by Tuesday, June 23, 2026 at 08:00 am. The Government will not accept incomplete. Submit your proposal electronically in pdf format to McElroyPH@state.gov and copy espinozase@state.gov. Reference RFP 19PE5026R0002 in the subject line. File size must not exceed 30MB. Your proposal must include:

1. SF-1442
2. Section A, Pricing
3. Section L Representations and Certifications
4. Additional information (Volume I and II) as required in Section J
5. FAR Clauses, Certifications and other statements of offerors (include RUC number, registration company certificate, SAM, etc.)

In accordance with FAR 52.204-90 Offerors Identification, any offeror that does not have an active registration in the System for Award Management (SAM) at the time of proposal submission must complete paragraph c and d of this Provision and include the completed

Enclosure:
As stated.

information with this offer. The offeror is required to obtain and provide an NCAGE code and proved documentation demonstrating that these identifiers have been issued.

Questions regarding this RFP shall be sent in English to espinozase@state.gov no later than Tuesday, June 16, 2026, by 10:00 a.m. Answers to these questions will be posted in the System for Award Management (SAM) and Lima Embassy Contracts Opportunities Section https://pe.usembassy.gov/request-for-quotations .

Sincerely,

McElroy, Patrick (McElroyPH@state.gov)
06/09/2026 18:21 GMT

Patrick McElroy
Contracting Office

Enclosure:
As stated.

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER 19PE5026R0002	2. TYPE OF SOLICITATION ☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED 06/09/2026	PAGE 1 OF 117 PAGES

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER PR15971235	6. PROJECT NUMBER IN81PE01

7. ISSUED BY CODE PE500	8. ADDRESS OFFER TO
AMERICAN EMBASSY LIMA Av. Lima Polo cdra 2 s/n, Monterrico, Surco, ATTN: GSO/Procurement Lima PERU	

9. FOR INFORMATION CALL:	a. NAME Saul E Espinoza	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* espinozasE@state.gov

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 number, date)*

See performance work statement (PWS) on continuation sheets

11. The contractor shall begin performance within 20 calendar days and complete it within 120 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 15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 08:00 ***(hour)*** local time 06/23/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing 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 NUMBER										
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 slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this 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)* Patrick H. McElroy,

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

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COMPLETE SOLICITATION PACKAGE

MAINTENANCE AND INFRASTRUCTURE IMPROVEMENTS AT G8 INL FACILITIES

SF-1442 COVER SHEET

SECTION A — SUPPLIES OR SERVICES AND PRICES/COSTS

Solicitation No.: [SOLICITATION NO. 19PE5026R0002]

Title: Maintenance and Infrastructure Improvements at G8 INL Facilities – American Hangar, FAP Base–Callao

Type: Request for Proposals (RFP) – Firm-Fixed-Price Construction (FAR Part 36; negotiated per FAR Part 15)

Issuing Office: INL Peru, U.S. Embassy Lima, Peru

Contracting Officer (CO): Patrick H McElroy

Contracting Officer Representative (COR): Shirley C. Nunez,

Proposal Due: Tuesday, June 23, 2026 8:00 am Lima time

Anticipated Award: TBD

CLIN STRUCTURE

CLIN	Description	Type	Price
0001	**Design Submittals** - Sealed engineering package by CIP-licensed engineer per Section B.7	FFP	$_____
0002	Passenger Restrooms (Men's) - Complete renovation including demolition, plumbing, architecture, woodwork, and electrical per Section B.4.1	FFP	$_____
0003	Passenger Restrooms (Women's) - Removal, woodwork, plumbing, accessibility, electrical, and architecture per Section B.4.2	FFP	$_____
0004	Second-Floor Bathrooms (Men's and Women's) - Fixture replacement, ceiling work, plumbing upgrades per Section B.4.3	FFP	$_____
0005	Second-Floor Bathrooms Hallway - Ceiling tile replacement per Section B.4.3.3	FFP	$_____
0006	Exterior Evacuation Staircase - Surface preparation, painting, column protection per Section B.4.4	FFP	$_____

CLIN	Description	Type	Price
0007	Passenger Hall - Roofing, ceiling tiles, baseboards, metal structure maintenance, glass door, painting, pedestrian walkway per Section B.4.5	FFP	$_____
0008	VIP Lounge - Roofing, exterior work, bathroom renovations, interior/exterior painting, staircase maintenance per Section B.4.6	FFP	$_____
0009	Logistics Offices Second Floor - Baseboard removal and installation per Section B.4.7	FFP	$_____
0010	Site Cleanup, Equipment/Supplies, and Supervision per Section B.4.8	FFP	$_____
0011	Professional Supervision (Civil and Electrical Engineers with CIP certification) per Section B.6(d)	FFP	$_____
0012	Closeout Package (as-builts, test reports, warranties, O&M documentation) per Section B.7	FFP	$_____
0013	Value Added Tax (VAT) - Peru	FFP	$_____

Subtotal (Base - CLINs 0001-0012): $_____

VAT (CLIN 0013): $_____

Total Contract Price (including VAT): $_____

NOTES:

1. **Period of Performance:**
    - CLIN 0001: [20] calendar days after NTP for design submittal review and approval
    - CLINs 0002-0012: [100] calendar days after design approval for construction and closeout
    - Total contract period: [120] calendar days (see Section E)
2. **Payment Terms:** Progress payments per FAR 52.232-5 and FAR 52.232-27 (Section H)
3. **DBA Insurance:** (N/A)

4. **VAT Documentation:** Value Added Tax (VAT) must be separately identified in CLIN 0013 and supported by appropriate documentation per Peruvian tax law. The Contractor shall provide all required tax documentation with invoices.

5. **CLIN Breakdown Rationale:**

    - **CLIN 0001:** Covers professional engineering services for design package preparation, including architectural and engineering drawings, specifications, calculations, and all design submittals requiring CIP-licensed engineer seal per Section B.7
    - **CLIN 0002:** Covers all work for Men's Passenger Restrooms including demolition, plumbing systems, sanitary fixtures, tile work, granite countertops, mirrors, partitions, doors, and electrical installations
    - **CLIN 0003:** Covers all work for Women's Passenger Restrooms including fixture removal, plumbing upgrades, door maintenance, accessibility features, and electrical work
    - **CLIN 0004:** Covers second-floor bathroom renovations for both men's and women's facilities including fixture replacement, suspended ceiling installation, plumbing upgrades, and painting
    - **CLIN 0005:** Covers ceiling tile replacement in hallway outside second-floor bathrooms
    - **CLIN 0006:** Covers exterior staircase work including paint removal, rust treatment, painting, and concrete column protection
    - **CLIN 0007:** Covers Passenger Hall improvements including roofing replacement, ceiling tiles, baseboards, metal structure maintenance, glass door work, painting, and pedestrian walkway fabrication
    - **CLIN 0008:** Covers VIP Lounge comprehensive work including TR4 roofing, bathroom renovations, interior/exterior painting, floor protection, and staircase maintenance
    - **CLIN 0009:** Covers baseboard removal and installation in Logistics Offices
    - **CLIN 0010:** Covers site cleanup, all equipment/supplies, and continuous supervision
    - **CLIN 0011:** Covers professional engineering supervision and certification during construction
    - **CLIN 0012:** Covers all closeout documentation and deliverables

- **CLIN 0013:** Separately tracks VAT for transparency and compliance

6. **Invoicing:**
    - CLIN 0001 may be invoiced upon Government acceptance of design submittals
    - CLINs 0002-0012 shall reference specific CLIN numbers and demonstrate progress/completion for each line item
7. **Evaluation:** Price evaluation under Section K will consider the reasonableness and balance of pricing across all CLINs 0001-0012. CLIN 0013 (VAT) will be evaluated for accuracy and compliance.
8. **Design Approval Requirement:** No construction work (CLINs 0002-0012) shall commence until the Government has reviewed and approved the design package submitted under CLIN 0001.

SECTION B — DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK (SOW)

B.1 PURPOSE

The purpose of this contract is to provide all labor, materials, equipment, quality control, safety oversight, and supervision necessary to perform maintenance and infrastructure improvements in common areas of the American Hangar at G8 INL Facilities located at the FAP Base–Callao, Lima, Peru. The Contractor shall deliver safe, code-compliant, fully functional renovated facilities with complete documentation and minimal operational disruption.

B.2 BACKGROUND

The International Narcotics and Law Enforcement (INL) facilities located within the American Hangar at Air Wing #2 (Group 8) at the FAP Base–Callao require comprehensive maintenance and infrastructure improvements to support safe, reliable operations and compliance with applicable building codes and mission requirements. Multiple areas including passenger restrooms, second-floor bathrooms, exterior structures, passenger hall, VIP lounge, and logistics offices require renovation to ensure safety, functionality, and compliance with applicable U.S. and Peruvian codes, as well as mission-specific requirements.

B.3 PERFORMANCE OBJECTIVE AND APPROACH

This Statement of Work is performance-based: the Government describes the required results and measurable performance standards, while allowing the Contractor to propose methods that achieve those outcomes efficiently and safely (See FAR 37.602 for performance work statements).

The Contractor shall provide all labor, materials, equipment, quality assurance/quality control (QA/QC), safety, and supervision necessary to complete the maintenance and infrastructure improvements at the G8 INL facilities, delivering safe, code-compliant, fully functional renovated spaces with complete documentation.

The approach is performance-based (PWS), focusing on required results and measurable standards. The requirements in Section B.4 represent the minimum scope and technical specifications that must be addressed in proposals.

Note: While this is a performance-based Statement of Work, Section B.4 below provides specific technical requirements and guidance based on the existing site conditions to assist offerors in understanding the scope and developing compliant proposals.

B.4 SPECIFIC TECHNICAL REQUIREMENTS AND GUIDANCE

IMPORTANT NOTE TO OFFERORS: This section provides specific technical details based on current site conditions and Government requirements. While this is a performance-based SOW that allows contractors flexibility in proposing methods to achieve the required outcomes,

the following requirements represent the minimum scope and technical specifications that must be addressed in proposals. Offerors are encouraged to propose innovative solutions that meet or exceed these requirements while ensuring code compliance and operational reliability.

1. **Conduct site verification, field measurements, and existing-condition assessments.**
2. **Prepare a signed/sealed engineering design package**, including drawings, calculations, panel schedules, and material submittals.

B.4.1 Passenger Restrooms (Men's)

B.4.1.1 Removal and Demolition

The Contractor shall:

- Remove and dismantle all sanitary fixtures, faucets, bathroom accessories, melamine partitions, urinal partitions, light fixtures, mirrors, exhaust fans, deodorizing units, folding shower doors, and other items in the work area
- Remove existing ceramic tiles from walls and showers
- Demolish the entire floor, toilet area subfloors, doors, and fixtures
- Dismantle the drainage and water pipe network

B.4.1.2 Plumbing

The Contractor shall supply and install:

Water Supply System:

- Complete water supply system with hydraulic testing
- Water supply points for toilets, sinks, showers, and urinals

Drainage System:

- Complete drainage system with leak testing and flow gradient checks
- Drainage systems for toilets, sinks, showers, urinals, and floor drains

Sanitary Fixtures:

- Three (3) toilets (similar to Trebol one-piece white with elongated bowl)
- Two (2) sinks (similar to Trebol bowl-type)
- Reinstall existing three (3) urinals

Faucets and Accessories:

- Two (2) shower faucets (similar to Vainsa Modena)

- Three (3) toilet accessories (similar to Vainsa)
- Two (2) sink faucets (similar to Vainsa high-spout push-type, including supply pipes)
- Three (3) urinal faucets (similar to Vainsa push-type)

Valves and Accessories:

- Replace water shut-off valve with brand similar to CIM, using appropriate universal connections
- Rebuild and enlarge the niche or box for the shut-off valve as necessary
- Install white PVC access cover
- Replace all 2" decorative round stainless steel drain grates

B.4.1.3 Architecture

The Contractor shall supply and install:

Tile Work:

- White porcelain tile on walls (height: 1.00 m)
- White porcelain tile in showers (height: 2.00 m)
- 60x60 cm gray marbled porcelain floor tile or similar

Main Sink Area:

- Granite countertop similar in color to existing, measuring 2.00 m x 0.73 m
- Two sinks as specified above
- 500 ml stainless steel liquid soap dispenser
- Reinstall existing roll paper towel dispenser
- Beveled mirror of similar dimensions to existing

Showers:

- Two (2) white PEVA shower curtains
- Reinstall existing aluminum support rods
- Wall-mounted ceramic soap dishes
- Wall-mounted towel racks
- Perform maintenance on and reinstall folding doors for two showers

Toilet Stalls:

- Reinstall existing jumbo toilet paper holders
- Reinstall existing deodorizing units

Accessible Bathroom:

- Perform maintenance on and reinstall grab bar
- Reuse existing sink by replacing faucet with push-type similar to Vainsa brand
- Supply and install beveled mirror
- Supply and install 500 ml stainless steel liquid soap dispenser

Finishing:

- Patch ceilings and walls with filler
- Paint ceilings and walls with two coats of water-based, washable latex paint
- Supply and install exhaust fan

B.4.1.4 Woodwork

The Contractor shall:

- Maintain wooden door with natural and lacquered finish
- Supply and install gold-colored 80K hydraulic door closer or similar
- Supply and install new aluminum-coated hinges
- Supply and install aluminum-coated ball-type door handles
- Supply and install moisture-resistant melamine partitions with aluminum frames for urinals and toilet stalls

B.4.1.5 Electrical Installations

The Contractor shall supply and install:

- Two (2) 60x60 cm, 34W cool-white LED ceiling lights (similar to Philips)
- Two (2) water-resistant outlet plates
- Four (4) blank plates (Arena brand, similar to Bticino)

B.4.2 Passenger Restrooms (Women's)

B.4.2.1 Removal

The Contractor shall:

- Remove sink and shower fixtures
- Remove sink drain line
- Remove wooden door and hardware

B.4.2.2 Woodwork

The Contractor shall:

- Maintain wooden door with natural and lacquered finish
- Supply and install gold-colored 80K hydraulic door closer or similar
- Supply and install new aluminum-coated hinges
- Supply and install aluminum-coated ball-type door handle

B.4.2.3 Plumbing

The Contractor shall supply and install:

- Vainsa brand or similar push-type faucets for sink area
- Drainage system for sink area
- Shower faucets (similar to Vainsa Modena model with salt M)
- Replace water shut-off valve with brand similar to CIM, including appropriate universal connections

B.4.2.4 Accessibility

The Contractor shall:

- Perform maintenance on and reinstall safety grab bar in the same color

B.4.2.5 Electrical

The Contractor shall supply and install:

- One (1) covered water outlet plate
- One (1) switch plate
- Two (2) blank plates (Arena brand, similar to Bticino)

B.4.2.6 Architecture

The Contractor shall:

- Rebuild and enlarge niche or box for shut-off valve as necessary
- Install white PVC access cover

B.4.3 Second-Floor Bathrooms

B.4.3.1 Men's Restroom

Removal: The Contractor shall remove:

- Two (2) sensor-activated sink faucets and their supply lines
- Two (2) sensor-activated urinal faucets
- Two (2) sink drain lines
- Drop ceiling system including framing and tiles
- Motion sensor
- Light fixture

Supply and Installation: The Contractor shall supply and install:

- Two (2) Vainsa or similar push-type faucets for sinks, including supply pipes and accessories
- Two (2) drain lines for sinks with accessories
- Two (2) Vainsa-brand or similar push-type faucets for urinals with accessories
- New suspended ceiling with 60 cm x 60 cm acoustic tiles including profiles
- Motion sensor
- 60x60 cm, 34W cool-white LED ceiling light (similar to Philips brand)

Repairs:

- Repair PVC corner profiles on tiles and tile holes in the same color
- Repair porcelain tiles if they only have holes, or replace tiles if cracked or broken
- Replace two water shut-off valves with brand similar to CIM using appropriate universal connections
- Rebuild and enlarge niche or box for two shut-off valves as necessary
- Install white PVC access covers
- Repaint work area with same color

B.4.3.2 Women's Restroom

Removal: The Contractor shall remove:

- Two (2) sensor-activated sink faucets and their supply lines
- Two (2) sink drain lines
- One (1) faulty toilet tank
- Suspended ceiling including framing and tiles
- Motion sensor
- Light fixture

Supply and Installation: The Contractor shall supply and install:

- Two (2) push-type faucets for sinks by Vainsa or similar, including supply pipes and fittings
- Two (2) drainage systems for sinks with fittings
- New suspended ceiling with 60 cm x 60 cm acoustic tiles including profiles
- Motion sensor
- 60x60 cm, 34W cool-white LED ceiling light (similar to Philips brand)
- One (1) toilet tank (reuse one removed from passenger bathroom)

Repairs:

- Repair PVC corner profiles on tiles and tile holes in the same color
- Repair tiles if they only have holes, or replace tiles if cracked or broken
- Replace water shut-off valve with brand similar to CIM using appropriate universal connections
- Rebuild and enlarge niche or box for shut-off valve as necessary
- Install white PVC access cover
- Repaint work area with same color

B.4.3.3 Hallway Outside Second-Floor Bathrooms

The Contractor shall:

- Select tiles in best condition from those removed from both bathrooms
- Replace damaged tiles in drop ceiling of small hallway outside two second-floor bathrooms

- Approximate area: 2 m²

B.4.4 Exterior Evacuation Staircase of the General Warehouse

B.4.4.1 Surface Preparation

The Contractor shall:

- Remove existing paint from staircase (4 m length), including handrails, steps, and support columns
- Apply rust remover to four legs

B.4.4.2 Painting

The Contractor shall:

- Repair and paint surface of handrails, supports, and steps with two coats of anti-corrosive gloss paint applied by brush

B.4.4.3 Column Protection

The Contractor shall:

- Protect four bases of metal columns with concrete footings measuring 0.30 m x 0.30 m x 0.15 m (maximum) with semi-polished finish

B.4.5 Passenger Hall

B.4.5.1 Roof Removal

The Contractor shall:

- Remove 40 square meters of existing roof covering

B.4.5.2 Roof Installation

The Contractor shall:

- Supply and install 40 square meters of new 1.2 mm thick red Fibraforte Opaca roofing, including all fastening and waterproofing accessories
- Aesthetically seal joints between roofing and concrete and drywall walls along entire perimeter in same color to reduce external noise and prevent rain infiltration

B.4.5.3 Ceiling Tiles

The Contractor shall:

- Remove 35 square meters of suspended ceiling tiles
- Supply and install new white acoustic tiles for suspended ceiling (60x60 cm)

B.4.5.4 Baseboards

The Contractor shall:

- Remove 10 linear meters of ceramic tile baseboards
- Supply and install 10 linear meters of wooden baseboards (h=0.12 m) painted with enamel paint

B.4.5.5 Metal Structure Maintenance

The Contractor shall:

- Perform maintenance on black metal support structure for ceiling, walls, and glass door
- Include sanding, filling, painting with black anti-corrosive paint
- Seal with black silicone at joints between glass and metal structure to cover imperfections

B.4.5.6 Glass Door Maintenance

The Contractor shall:

- Perform maintenance on glass door to ensure proper opening and closing
- Include maintenance of tracks and handles
- Replace weatherstripping

B.4.5.7 Wall Painting

The Contractor shall:

- Paint (including spackling where necessary) interior and exterior of 55 square meters of walls and columns
- Apply two coats of washable latex paint (h=2.60 m)
- Use current colors

B.4.5.8 Pedestrian Walkway

The Contractor shall:

- Fabricate and install lightweight metal pedestrian walkway measuring 6 m x 0.30 m
- Use galvanized material with black anti-corrosive paint finish
- Position 10 cm above roof covering and preferably about 5 cm away from concrete wall

B.4.5.9 Window Guard

The Contractor shall:

- Sand and paint metal window guard on roof of passenger area with anti-corrosive gloss paint

B.4.6 VIP Lounge

B.4.6.1 Roofing and Exterior

The Contractor shall:

- Remove 75 m² of existing TR4 roofing (h=6.50 m above 0.00 level)
- Supply and install 75 m² of new red TR4 roofing
- Replace damaged tiles and T-profiles in existing suspended ceiling, if any
- Aesthetically seal joints between TR4 roofing and concrete and drywall walls along entire perimeter in same color to reduce exterior noise and prevent rainwater infiltration
- Propose appropriate waterproof seal (rain has damaged current roof and interior walls)
- Replace 8 mm exterior roof eave drywall (h=6.00 m above grade 0.00)
- Paint in appropriate color as coordinated with client

B.4.6.2 VIP Lounge Bathrooms

The Contractor shall:

Removal:

- Remove fixtures such as mirrors, soap dishes, paper dispensers, drain covers, toilet handles
- Remove two bathroom doors

Supply and Installation:

- Two (2) Vainsa-style faucets for two sinks
- Fixtures and hardware for two toilets
- Two (2) drain grates
- Two (2) vanity mirrors
- Two (2) liquid soap dispensers
- Reinstall two hand towel dispensers

Painting:

- Paint 9 square meters of ceilings and walls, including spackling, with DuraLátex CPP paint or similar
- Perform maintenance on two doors, including painting and lacquering

B.4.6.3 VIP Lounge Interior and Exterior

The Contractor shall:

Interior Painting:

- Paint 90 m² of interior walls with two coats, including spackling on second floor
- Use same color and type of current paint from recognized brand
- Perform maintenance on main wooden door with natural lacquered finish

Floor Protection:

- **Very Important:** Provide hermetic protection of carpeted floor to carry out work in VIP lounge

Exterior Staircase:

- Perform maintenance on 7.5 m x 1.2 m metal exterior staircase leading to VIP lounge
- Include sanding, filling, and painting with black anti-corrosive paint
- Spray-paint handrails (17 m) up to small landing before entrance to VIP room with black gloss paint
- Remove deteriorated plastic trim first
- Replace simple aluminum trim on two sections measuring 1.20 m x 2.5 cm each

Exterior Facade:

- Paint 70 m² of VIP room's exterior facade with two coats, including spackling
- Use same color and type of paint as current recognized brand
- Sand and paint metal window guard with gloss paint applied by brush in same color

B.4.7 Logistics Offices, Second Floor

B.4.7.1 Baseboard Removal

The Contractor shall:

- Remove existing wooden baseboards (h=0.12 m) over length of 150 linear meters

B.4.7.2 Baseboard Installation

The Contractor shall:

- Supply and install baseboards for 150 linear meters in Logistics offices on second floor

B.4.8 Cleanup, Equipment, and Supervision

B.4.8.1 Cleanup

The Contractor shall:

- Strip and clean in and around designated work area (including removal of dust, paint stains, etc.)

B.4.8.2 Equipment and Supplies

The Contractor shall:

- Provide all supplies and equipment necessary for this project, such as ladders, drills, scaffolding, electrical extension cords in good condition, and other items necessary for performance of work

B.4.8.3 Supervision

The Contractor shall:

- Provide continuous supervision until completion of service

B.5 SCOPE OF WORK (PERFORMANCE-BASED REQUIREMENTS)

Building upon the specific technical requirements in Section B.4, the Contractor shall perform the following performance-based tasks:

1. Conduct site verification, field measurements, and existing-condition assessments
2. Prepare detailed work plans including:
    - Phasing plan to minimize operational disruption
    - Material procurement schedule
    - Quality control checkpoints
    - Safety plan
    - Waste management plan
3. Perform all demolition and removal work in accordance with approved safety procedures
4. Execute all plumbing work including:

- Water supply and drainage systems
- Hydraulic testing and leak testing
- Installation of sanitary fixtures and faucets
- Valve replacements

5. Execute all architectural work including:
    - Tile installation (walls, floors, showers)
    - Countertop installation
    - Mirror and accessory installation
    - Painting and finishing
    - Waterproofing in wet areas
6. Execute all woodwork including:
    - Door maintenance and hardware installation
    - Partition installation
    - Baseboard installation
7. Execute all electrical work including:
    - Lighting installation
    - Outlet and switch plate installation
8. Execute all roofing work including:
    - Roof removal and installation
    - Waterproofing and sealing
    - Ceiling tile replacement
9. Execute all metal structure work including:
    - Staircase maintenance and painting
    - Pedestrian walkway fabrication and installation
    - Window guard maintenance
10. Conduct testing and inspections per Section D
11. Submit complete close-out documentation

The Contractor shall furnish all labor, materials, equipment, supervision, testing, and incidentals necessary to complete all work specified in Section B.4.

B.6 APPLICABLE REGULATIONS AND STANDARDS

The Contractor shall comply with, at minimum:

a) **All construction and installation works must comply with current Peruvian regulations and applicable technical standards:**

- Decreto Supremo No. 011-2006-VIVIENDA - National Building Code
- Resolución Ministerial No. 0214-2011-MEM-DM - National Electrical Code
- NFPA 70 – NEC 2023
- DGE Standard – Electrical Terminology, Section 1 – General Index
- IEEE Std. 141-1993: "Recommended Practice for Electric Power Distribution for Industrial Plants"

b) **All procedures must comply with current Peruvian regulations regarding Occupational Safety:**

- Ley No. 29783: Occupational Safety and Health Act
- Decreto Supremo No. 005-2012: Occupational Safety and Health Regulations

c) **Tile Work Standards:**

- TCNA Handbook or equivalent local standard
- Manufacturer instructions for all materials

d) **Professional Supervision Requirement:**

All work shall be supervised by two licensed professionals (Certificate of Competence):

- For civil engineering work: A Civil Engineer shall certify the work performed and shall also act as a risk prevention specialist
- For electrical work: An Electrical Engineer shall certify the work performed and shall also act as a risk prevention specialist

e) Agency-specific overseas construction guidance and required technical reviews/coordination where applicable (e.g., INL Peru)

B.7 SUBMITTALS

Before starting construction, the Contractor shall submit for Government approval:

1. **Work Plan** including:
    - Detailed schedule with milestones
    - Phasing plan
    - Material procurement schedule
    - Quality control plan
    - Safety plan
2. **Material Submittals** including:
    - Product data sheets for all major materials
    - Samples where requested
    - Certifications and warranties
3. **Shop Drawings** (if applicable) for:
    - Custom fabrications (pedestrian walkway, etc.)
    - Millwork
    - Metal work

Certification Requirement: All design documents requiring engineering certification shall be signed/sealed by licensed professionals who are colegiado y habilitado (CIP), including a certification block affirming responsibility and compliance with applicable codes.

STATEMENT OF RESPONSIBILITY – CIVIL CONSTRUCTION PLAN

I hereby certify and affirm that the Civil Construction Plan and all associated design documents, including architectural, structural, plumbing, and construction drawings, have been prepared under my responsible charge. I further certify that the individual(s) who prepared or contributed to the design meet all qualifications required by the authorities having jurisdiction, including all applicable professional licensing, registration, and experience requirements.

I attest that, to the best of my knowledge, information, and professional judgment, this Civil Construction Plan has been developed in accordance with the latest adopted version of all applicable codes and standards as required by Peruvian law and the authorities having jurisdiction.

This certification is made in accordance with applicable laws, regulations, and professional practice requirements governing civil engineering and construction design in Peru. My signature below signifies that I accept full professional responsibility for the accuracy, adequacy, structural integrity, safety, and code compliance of the Civil Construction Plan as submitted.

I further certify that I am duly registered and authorized (colegiado y habilitado) by the Colegio de Ingenieros del Perú (CIP) to practice civil engineering and to certify construction plans in the Republic of Peru.

Signature:

Printed Name and Title:

Date:

Professional License Number / CIP Registration Number:

CIP Habilitación Status: ☐ Active ☐ Valid through: _____

Professional Stamp/Seal:

[Space for official CIP stamp]

STATEMENT OF RESPONSIBILITY – ELECTRICAL PLAN

I hereby certify and affirm that the Electrical Plan and all associated design documents have been prepared under my responsible charge. I further certify that the individual(s) who prepared or contributed to the design meet all qualifications required by the authorities having jurisdiction, including all applicable professional licensing, registration, and experience requirements.

I attest that, to the best of my knowledge, information, and professional judgment, this Electrical Plan has been developed in accordance with the latest adopted version of all applicable codes and standards as required by Peruvian law and the authorities having jurisdiction.

This certification is made in accordance with applicable laws, regulations, and professional practice requirements governing electrical engineering design in Peru. My signature below

signifies that I accept full professional responsibility for the accuracy, adequacy, safety, and code compliance of the Electrical Plan as submitted.

I further certify that I am duly registered and authorized (colegiado y habilitado) by the Colegio de Ingenieros del Perú (CIP) to practice electrical engineering and to certify electrical plans in the Republic of Peru.

Signature:

Printed Name and Title:

Date:

Professional License Number / CIP Registration Number:

CIP Habilitación Status: ☐ Active ☐ Valid through: _____

Professional Stamp/Seal:

[Space for official CIP stamp]

B.8 MATERIALS AND EQUIPMENT

All materials shall be new, free of defects, and compliant with applicable codes and manufacturer requirements. Specific materials are detailed in Section B.4.

The Contractor shall:

- Use materials meeting or exceeding specifications in Section B.4
- Provide materials suitable for coastal/saline environment where applicable
- Submit product data for approval prior to installation
- Provide manufacturer warranties for all equipment

B.9 WORK EXECUTION REQUIREMENTS

The Contractor shall:

1. **Coordination:**

- Coordinate all work with INL Peru to minimize operational disruption
- Provide work schedule for approval
- Notify COR 48 hours in advance of any work requiring facility shutdown

2. **Phasing:**
    - Develop phasing plan to maintain facility operations
    - Coordinate bathroom closures to ensure adequate facilities remain available
    - Protect occupied areas from dust, noise, and debris
3. **Quality Control:**
    - Implement QC procedures at each phase
    - Conduct inspections at hold points
    - Document all testing
4. **Site Protection:**
    - Protect all existing facilities, equipment, and finishes
    - Provide hermetic protection for carpeted areas in VIP lounge
    - Maintain clean and safe work areas
5. **Surface Restoration:**
    - Restore all disturbed surfaces to original condition or better
    - Match existing finishes, colors, and textures

B.10 EQUIPMENT TO BE USED

The Contractor shall use appropriate equipment for the work, which may include but is not limited to:

B.10.1 For Concrete and Masonry Work:

- Electric grinder with concrete cutting disc for cutting concrete floors
- Electric grinder with concrete cutting disc and chisel for cutting brick walls
- Handheld motorized vibrating compactor for compacting concrete floor before patching
- Hand tools (shovels, buckets, trowels, etc.)

B.10.2 For Plumbing Installation:

- Hand tools such as hand saws, putty knives, screwdrivers, pliers, etc.
- Pipe cutting and threading equipment
- Testing equipment for hydraulic and leak testing

B.10.3 For Electrical Installation:

- Hand tools such as hand saws, crimping tools, screwdrivers, wire cutters, etc.
- Testing equipment (voltage testers, continuity testers)

B.10.4 For Finishing Work:

- Hand tools such as brushes, buckets, putty knives, rollers, etc.
- Spray equipment for painting (where specified)

All equipment shall be in good working condition and appropriate for the task.

B.11 PHASING AND OPERATIONAL CONTINUITY

The Contractor shall:

- Propose phasing plan that minimizes operational impact
- Ensure adequate bathroom facilities remain available during renovations
- Coordinate VIP lounge work to minimize disruption to high-level meetings
- Provide temporary barriers and dust control measures
- Schedule noisy work during approved hours

B.12 SAFETY AND SECURITY

The Contractor shall submit a Site-Specific Safety Plan addressing:

- Hazard analysis for each task
- Fall protection for elevated work
- Electrical safety procedures
- Chemical safety (paints, solvents, adhesives)
- PPE requirements
- Emergency response procedures
- Fire prevention measures
- Confined space entry (if applicable)

Personal Protective Equipment (PPE):

The Contractor shall provide all necessary personal protective equipment (PPE) for its employees, including:

- Safety goggles
- Electrical safety gloves
- Safety footwear
- Dust masks
- Appropriate clothing such as coveralls
- Hard hats
- Other PPE required to perform tasks effectively and safely

Site Access and Security:

Compliance with base access, badging, escort requirements, and photography restrictions shall align with INL and Peruvian military/FAP protocols. No personnel may access the site without prior vetting and authorization.

Coordinate with INL and base authorities for access, badging, escorts, tool/equipment control, photography restrictions, and work hour limitations.

B.13 ENVIRONMENTAL MANAGEMENT AND WASTE DISPOSAL

B.13.1 Waste Management Requirements

All waste generated during execution of this project (plastic, insulation, metal, pipes, rebar, cans, concrete, soil, plants, etc.) must be properly managed in compliance with current regulations:

- Ley No. 27314 - General Solid Waste Law
- Ley No. 28611 - General Environmental Law

B.13.2 Waste Removal

Upon completion of work, all waste generated shall be removed entirely at Contractor's expense.

The Contractor shall:

- Segregate waste by type (construction debris, hazardous materials, recyclables)
- Dispose of waste at approved facilities
- Provide documentation of proper disposal
- Maintain clean worksite throughout project

B.14 PERSONNEL REQUIREMENTS

B.14.1 Work Hours

Contractor's personnel shall perform their duties on business days (Monday through Friday, from 7:00 a.m. to 5:00 p.m. – except on holidays).

B.14.2 Training

Contractor shall ensure that personnel receive adequate training to properly perform their duties (in accordance with international and local regulations) prior to start of service.

B.14.3 Personal Protective Equipment

Contractor shall provide all necessary personal protective equipment (PPE) for its employees as specified in Section B.12.

B.15 INSURANCE

Insurance is required for this contract. The Defense Base Act (DBA) is NOT applicable, as work will be performed at a host government facility (FAP Base – Callao), not owned, leased, or rented by the U.S. Government. The Contractor shall maintain, at its own expense, all insurance required by Peruvian law, including but not limited to SCTR, EsSalud, and General Liability, consistent with Section G.18 of this solicitation.

B.16 QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

The Contractor shall provide a QA/QC plan detailing:

- Inspection checkpoints and hold points
- Testing procedures
- Responsibilities of QA personnel
- Test methods and instruments
- Acceptance criteria consistent with performance-based nature of this SOW

Performance Standards:

B.16.1 General Standard

All tile work must follow manufacturer instructions and recognized industry standards (e.g., TCNA Handbook or equivalent local standard). Work must be level, aligned, and free of defects.

B.16.2 Surface Preparation

- Substrates must be clean, dry, level, and structurally sound
- Uneven surfaces must be corrected before installation

- Wet areas (showers, bathrooms) must include proper waterproofing

B.16.3 Layout and Alignment

- Tiles must be straight, square, and evenly spaced
- Joints must be consistent in width throughout
- Cuts must be clean and placed at edges/corners (no random small cuts in visible areas)
- Patterns must be aligned and symmetrical where applicable

B.16.4 Adhesion and Installation

- Tiles must be fully bonded with appropriate adhesive for environment (wet vs dry areas)
- No hollow spots, loose tiles, or movement under pressure
- Lippage (height difference between tiles) must be minimal and not noticeable under normal use

B.16.5 Grouting and Joints

- Grout lines must be full, smooth, and uniform in color
- No cracks, gaps, or pinholes
- Expansion joints must be installed where required (corners, changes in plane, large areas)

B.16.6 Finishes and Edges

- Edges must be finished with trim, bullnose, or equivalent—no exposed rough edges
- Corners and transitions must be straight and clean
- Fixtures (sinks, drains, etc.) must be neatly sealed

B.16.7 Waterproofing

- Showers and wet walls must include waterproof membrane system
- No leaks or moisture penetration allowed

B.16.8 Cleaning and Protection

- Tiles must be clean at handover (no haze, adhesive residue, or stains)
- Damaged or stained tiles must be replaced

Required Tests:

For plumbing systems:

- Hydraulic testing of water supply systems
- Leak testing of drainage systems
- Flow gradient checks

All deficiencies must be corrected prior to final acceptance. Re-test and resubmit reports until compliance is achieved.

B.17 DELIVERABLES

The Contractor shall submit:

1. Work plan and schedule
2. Material submittals and datasheets
3. Safety plan and phasing plan
4. Progress reports (weekly)
5. Test reports (hydraulic testing, leak testing)
6. As-built documentation (if significant deviations from original plans)
7. O&M manuals for installed equipment
8. Warranty certificates
9. Training materials (if applicable)
10. Environmental/waste disposal documentation

B.18 SCHEDULE AND MILESTONES

B.18.1 Schedule Submission

Within 10 days of Notice to Proceed (NTP), Contractor shall submit schedule including:

- Material procurement and approvals
- Mobilization
- Phasing and work sequence
- Major milestones for each CLIN
- Inspections and testing
- Close-out

Schedule must be baseline schedule (Gantt or CPM) with milestones and remain updated weekly and submitted with progress reports.

NOTICE TO PROCEED

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

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

B.18.2 Coordination with Requester

After contract award and issuance of the Notice to Proceed (NTP), the Contractor must coordinate directly with the COR (INL Logistics Assistant) to develop a detailed schedule of activities for this project consistent with the requirements of Section B.18.1 and Section E.

B.19 ACCEPTANCE CRITERIA

Government will accept work when:

General Acceptance:

- All installation meets applicable codes and contract requirements
- All tests pass within acceptable thresholds
- Documentation is complete, accurate, and approved
- All deficiencies are corrected
- Systems operate reliably

Tile Work Acceptance: Work will be accepted if:

- Tiles are level, aligned, and firmly bonded
- Joints are consistent and fully grouted
- No visible defects (cracks, chips, unevenness)
- All wet areas are leak-free

Plumbing Acceptance:

- Systems are fully operational

- Free of leaks
- Proper flow and drainage
- All fixtures function properly

Painting and Finishing Acceptance:

- Surfaces are smooth and uniform
- Colors match existing or approved samples
- No drips, runs, or uneven coverage
- Clean edges and transitions

Overall Acceptance:

- Verified code compliance
- Fully labeled and documented installation
- Restoration of finishes to match adjacent surfaces
- Delivery of all deliverables complete and accurate

B.20 WARRANTY

B.20.1 Warranty Period and Coverage

Contractor shall provide full one-year latent defects warranty for all materials and labor, effective from date of final acceptance. This warranty includes:

- Quality and durability of all installed materials
- Workmanship for all trades
- Paint's resistance to sun exposure and weather conditions
- Corrosion resistance in saline environment
- Proper effectiveness and operation of all systems
- Waterproofing integrity
- Manufacturer warranties for all equipment

B.20.2 Contractor Qualifications for Warranty Support

In order to ensure technical support during warranty period, company performing work must be legally incorporated in country and must have been in existence for at least one year.

B.21 KEY PERSONNEL AND QUALIFICATIONS

Identify Project Manager/Site Supervisor and Licensed Engineers responsible for oversight. All certifications shall bear professional stamps/registrations per Peruvian law (CIP habilitación).

All work shall be supervised by two licensed professionals (Certificate of Competence) as specified in Section B.6(d).

B.22 MEETINGS AND REPORTING

Hold kickoff meeting and weekly progress meetings. Submit weekly reports including:

- Work progress by CLIN
- Issues/risks
- Safety/environmental status
- Photos documenting progress
- Upcoming activities

B.23 CHANGE MANAGEMENT

Contractor shall submit Requests for Information (RFIs) when clarification is needed. No changes to SOW, materials, or methods are allowed without written approval from Contracting Officer (CO).

Use solicitation's RFI and change order process for scope clarifications or modifications. No changes proceed without written CO approval.

B.24 PROPOSAL REQUIREMENTS AND PAYMENT TERMS

B.24.1 Proposal Requirements

Contractor must submit to Contracting Officer fixed-price proposal covering all services for this project. Contractor's failure to understand full scope of this service or any omissions in its proposal shall not constitute grounds for additional payments or changes to contract.

All bids must include detailed description of work to be performed.

B.24.2 Site Visit Requirement

Bidders must conduct site visit prior to submitting their bids.

B.24.3 Payment Terms

- Advance payment for services will not be authorized
- If invoiced amount is determined to be incorrect, invoice will be returned to Contractor
- Net payments are 30 days

- Prompt Payment Act applies only after Contracting Officer has received and accepted proper invoice

B.25 MATERIALS, SOURCE/NATIONALITY, AND DOMESTIC PREFERENCE

For Buy American/Trade Agreements Act clauses, follow contract's Section H provisions (e.g., FAR Subpart 25.2 or FAR 52.225-11) if invoked. This SOW does not, by itself, impose domestic content requirements outside those clauses.

All materials shall be new, free of defects, and compliant with applicable codes and manufacturer requirements.

B.26 PLACE AND PERIOD OF PERFORMANCE

B 26.1 Place of Performance

American Hangar – Air Wing #2 (Group 8) FAP Base–Callao INL Logistics facilities - Av. Elmer Faucett, block 40, Callao Lima, Peru. Exact areas defined in Section B.4 and shown in Attachment 4

B.26.2 Period of Performance

120 calendar days from Notice to Proceed (NTP), inclusive of planning, submittals, procurement, installation, testing, and close-out.

B.27 GOVERNMENT-FURNISHED INFORMATION

Government may provide available site data, existing drawings (if any), and access documents. Contractor shall verify all field conditions, dimensions, and interfaces. See Attachment 4 (Pictures of areas to be intervened) for reference information.

B.28 CONTRACTOR SUBMITTALS AND APPROVALS

B.28.1 Submittal Register

Within 10 days of NTP, submit Submittal Register covering:

- Work plan and schedule
- Material submittals and product data
- Safety plan
- Phasing plan
- QA/QC plan
- Test plans
- As-built/close-out templates

Submittal cycles and review durations shall follow solicitation schedule.

B.28.2 Approval Process

No work shall begin in any area until Government approves:

- Work plan for that area
- Material submittals for that area
- Safety measures for that area

B.29 CLOSE-OUT

Provide complete close-out package including:

- As-built documentation (if deviations occurred)
- Test reports
- O&M manuals
- Training documentation (if applicable)
- Warranty certificates
- Punch-list showing all items resolved
- Photos of completed work

Schedule final inspection and demonstration for acceptance.

B.30 IMPORTANT REQUIREMENTS

- **Contractor will be responsible for any damage to premises resulting from this work, and restoration of damage is expected to occur within 5 calendar days**
- **Embassy of United States of America will not provide any labor, materials, tools, or equipment for this service**
- **Contractor shall submit product data for approval prior to installation**
- **Work will be accepted when systems are fully operational, free of leaks, properly aligned, clean, and meet all specified standards. Government reserves right to inspect and reject deficient work**
- **Any unforeseen conditions must be reported immediately. No additional work shall proceed without written CO approval**

SECTION C — PACKAGING AND MARKING

C.1 Packaging/Labeling of Submittals

- Electronic PDFs unless otherwise directed
- Native files upon closeout
- Clearly labeled with project name, CLIN number, and submittal type

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SECTION D — INSPECTION AND ACCEPTANCE

D.1 Government Inspection

- Inspection of Construction (FAR 52.246-12) applies
- Government inspections before acceptance
- QA does not relieve Contractor QC responsibilities
- Corrections required at no cost

D.2 Acceptance Final acceptance is issued in writing by Contracting Officer upon satisfactory completion of all requirements.

D.3 SUBSTANTIAL COMPLETION

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

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

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

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

D.4 FINAL COMPLETION AND ACCEPTANCE

D.4.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the

discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.4.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.4.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.4.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

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

SECTION E — DELIVERIES OR PERFORMANCE

E.1 PLACE OF PERFORMANCE

All work shall be performed at the following location: American Hangar – Air Wing #2 (Group 8) FAP Base–Callao Lima, Peru.

Contractor is responsible for coordinating base access, security, and movement of personnel and materials as outlined in Section G (Special Terms and Conditions), specifically G.1 (Security and Access Requirements) and G.21 (Construction Personnel).

E.2 PERIOD OF PERFORMANCE

Contractor shall complete all work within [120] calendar days after issuance of Notice to Proceed (NTP).

Period of performance includes:

1. Planning and submittals phase
2. Material procurement
3. Mobilization
4. All demolition and renovation work per Section B.4
5. Testing and inspections
6. Close-out documentation

No on-site work may begin prior to NTP unless specifically authorized in writing by Contracting Officer (CO).

E.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

Contractor shall: a. Commence work within 10 days after NTP b. Prosecute work diligently and without delay c. Complete all work within period of performance

Failure to adhere to approved schedule may result in corrective actions or remedies available under contract.

E.4 DELIVERABLES SCHEDULE

Unless otherwise approved, following deliverables are due to the COR:

1. **Submittal Register** – within 10 calendar days after NTP
2. **Work Plan & Schedule** – within 10 calendar days after NTP
3. **Safety Plan & Phasing Plan** – within 10 days after NTP

4. **Material Submittals** – Submit no later than 15 days after NTP, or prior to ordering, whichever comes first
5. **Weekly Progress Reports** – every Friday by 1700 local time
6. **Test Reports** – at completion of each testing phase
7. **As-Built Documentation** – within 10 days of completing work
8. **Warranty Certificates** – at final close-out

These deliverables complement and support requirements in Section B and Section H.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at the Grupo 8 facility to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.5 GOVERNMENT USE AND POSSESSION (FAR 52.236-11)

Government may take possession of completed or partially completed work at any stage. Such possession:

- Does not constitute final acceptance
- Does not relieve Contractor of responsibility for non-compliant work
- May justify equitable adjustment if possession delays subsequent work

E.6 OPERATIONS AND STORAGE AREAS (FAR 52.236-10)

Contractor shall:

1. Confine operations to authorized areas
2. Maintain safe and orderly storage of materials
3. Protect pavements, curbs, drainage features, and structures
4. Restore any damaged areas at no additional cost to Government

Temporary storage areas within FAP facilities must be coordinated with COR.

E.7 SECURITY, COORDINATION, AND SITE ACCESS

Contractor shall coordinate following with COR:

- Access badges and clearances
- Work hours within facilities

- Base entry for personnel, tools, and materials
- Escort requirements
- Restricted/hazardous area coordination

No Contractor personnel may enter FAP Base without proper vetting and daily authorization.

E.8 HOURS OF WORK

Normal work hours are Monday–Friday, 7:00 a.m. to 5:00 p.m., excluding Peruvian and U.S. holidays.

Extended hours or weekend work require COR approval at least 48 hours in advance.

E.9 RESPONSIBILITY FOR TRANSPORTATION AND LOGISTICS

Contractor is responsible for:

- Importation (if applicable)
- Customs clearance
- Local transportation
- Loading/unloading
- Site logistics
- Protection of materials from weather and damage

E.10 DELAYS

Contractor must notify CO in writing within 5 days of any event that may delay performance.

CO alone determines whether excusable delay exists.

E.11 FINAL COMPLETION AND ACCEPTANCE

Final completion occurs when:

1. All construction work is complete
2. All tests pass
3. All deficiencies are corrected
4. All deliverables listed in Section B and Section E are submitted and approved
5. Final inspection is conducted with no outstanding issues
6. All systems are confirmed to be functioning properly

Final acceptance is issued in writing by Contracting Officer.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **$73.45** for each calendar day of delay until the work is completed or accepted.

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

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION JUL 2025)

(a) (1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment). (2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c) (1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.

(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

SECTION F — CONTRACT ADMINISTRATION DATA

F.1 CONTRACTING OFFICER (CO)

Contracting Officer is only individual authorized to:

- Modify terms and conditions of contract
- Obligate or de-obligate funds
- Approve changes to scope, schedule, or price
- Issue formal Notices to Proceed (NTP)

All communication requiring legal or contractual interpretation shall be directed only to CO.

F.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Contracting Officer's Representative (COR) will be appointed in writing after award.

COR is authorized to:

- Monitor technical performance
- Review and approve submittals
- Verify quantities and quality
- Attend inspections and acceptance activities
- Review contractor invoices
- Provide technical direction within scope of contract

COR cannot modify contract terms, direct out-of-scope work, or authorize additional costs.

F.3 INVOICE SUBMISSION AND PAYMENT

F.3.1 Invoicing

Contractor shall submit invoices:

- Aligned with progress of work by CLIN
- Electronically to CO and COR
- In English and in U.S. dollars
- Including sufficient backup documentation (approved deliverables, progress photos, test reports, etc.)

Percentage completion on invoices must correspond with verified progress.

F.3.2 Withholding

Government may withhold payment when:

- Work is deficient
- Required deliverables (e.g., submittals, reports) are incomplete
- Safety violations occur
- Contractor fails to comply with Section B or H requirements

F.4 GOVERNMENT FURNISHED INFORMATION (GFI)

Government may provide available:

- Existing drawings
- Site information
- Access protocols
- Environmental or safety instructions specific to base

Government does not guarantee accuracy or completeness of GFI.

Contractor is responsible for verifying all dimensions and conditions in field.

F.5 CONTRACTOR PERSONNEL

All Contractor personnel must:

- Hold valid identification
- Be vetted for access to FAP Base
- Comply with INL security rules, direction, and escort procedures
- Wear company uniforms or IDs at all times

Substitution of Key Personnel (as identified in Section H) requires CO approval.

F.6 COMMUNICATION PROTOCOLS

All formal communication shall be:

1. Submitted in writing
2. Delivered to CO, with copy to COR
3. Clearly labeled with contract number, CLIN, and subject line

Technical direction may only be issued by COR within existing scope of contract.

No verbal instruction shall constitute authorization to change scope, cost, schedule, or performance requirements.

F.7 MEETINGS AND COORDINATION

Contractor shall attend:

- **Kickoff Meeting** – held within 10 calendar days after NTP
- **Weekly Progress Meetings** – in person or virtual
- **Final Inspection Meeting** – upon completion of punch list items

Meeting minutes shall be prepared by Contractor and submitted within 48 hours for COR approval.

F.8 REPORTING REQUIREMENTS

Following reports are required:

- Weekly Progress Reports (status, milestones, safety issues, deliveries, photos)
- Safety Incidents Report (within 24 hours of occurrence)
- Phasing Updates
- QC/QA Inspection Reports

F.9 PERFORMANCE MANAGEMENT

Performance will be evaluated on:

- Quality of work
- Timeliness
- Safety compliance
- Accuracy of submittals
- Responsiveness
- Documentation quality
- Cooperation with INL and FAP security

Unsatisfactory performance may be documented in official contractor performance records (e.g., CPARS or local equivalent for overseas posts).

F.10 GOVERNMENT PROPERTY AND SITE ACCESS CONTROL

Any Government property furnished for use shall be:

- Used only for contract purposes
- Tracked via inventory
- Returned at closeout
- Protected from damage or loss

Contractor access to site is controlled by INL and FAP Base.

Failure to follow security procedures may result in revoked access.

F.11 HOLIDAYS AND NON-WORK DAYS

Following are considered non-workdays:

- U.S. Federal Holidays
- Peruvian National Holidays
- FAP Base closure days
- INL-directed access restrictions

Work on non-workdays requires 48-hour prior approval from COR.

F.12 CLAIMS AND DISPUTES

Disputes shall be handled under FAR 52.233-1 — Disputes, incorporated in Section H.

Contractors must:

1. Submit written notices within required deadlines
2. Clearly state basis and amount of claim
3. Provide supporting documentation

Only CO may issue final decision on claims.

F.13 CLOSEOUT PROCEDURES

Before final payment, Contractor must submit:

- As-built documentation (if applicable)
- All testing reports
- O&M manuals
- Training documentation (if applicable)
- Warranty certificates

- Final invoice
- Release of Claims

Final acceptance is issued in writing by CO upon satisfactory completion.

SECTION G — SPECIAL TERMS AND CONDITIONS

G.1 SECURITY AND ACCESS REQUIREMENTS

a. All Contractor personnel shall comply with access restrictions, badging procedures, escort requirements, and identification rules established by INL Mission, U.S. Embassy, and Peruvian Armed Forces (FAP).

b. Contractor shall submit list of personnel requiring access at least 10 business days before mobilization.

c. Unauthorized photography, recording, and geolocation mapping within or near FAP Base or INL facilities is strictly prohibited.

d. All tools, equipment, and materials taken onto or removed from premises are subject to inspection.

G.2 FOREIGN OPERATIONS / COMPLIANCE WITH HOST-NATION LAW

a. Contractor shall comply with all applicable Peruvian laws, building codes, health and safety regulations, permitting requirements, environmental regulations, and professional engineering requirements (including "colegiado y habilitado" engineer certification where required).

b. Nothing in contract shall be interpreted as exempting Contractor from host-nation compliance.

G.3 PROFESSIONAL QUALIFICATIONS AND CERTIFICATION

a. All work requiring professional certification must be supervised by licensed Peruvian professionals who meet authorities-having-jurisdiction (AHJ) requirements and are currently colegiado y habilitado under Colegio de Ingenieros del Perú (CIP).

b. Government reserves right to request proof of professional licensure.

G.4 GOVERNMENT-FURNISHED INFORMATION (GFI) AND SITE CONDITIONS

a. Government may make available any existing drawings, site data, or information. Accuracy of such information is not guaranteed; Contractor is responsible for verification.

b. No claim for differing site conditions will be accepted unless Contractor performed due diligence and provided written notice to Contracting Officer (CO).

G.5 CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT

a. All materials must be new, compliant with contract requirements, and meet source/nationality rules as applicable by FAR Part 25 clauses incorporated into Section H.

b. Contractor shall provide certificates of origin, compliance, and warranties upon request.

G.6 QUALITY CONTROL (QC) PROGRAM

a. Contractor shall submit Quality Control Plan identifying QC personnel, inspection procedures, test methods, and acceptance thresholds.

b. QC Manager must be on-site during critical work phases.

c. No work may proceed to next phase until QC inspections are complete and documented.

G.7 QUALITY ASSURANCE (QA) – GOVERNMENT RIGHTS

a. Government will perform QA inspections at its discretion.

b. QA inspections do not relieve Contractor of responsibility for QC or for meeting contract requirements.

c. CO or COR may reject work not meeting contract standards.

G.8 SAFETY AND ENVIRONMENTAL PROTECTION

a. Prior to mobilization, Contractor shall submit Site-Specific Safety Plan covering:

- Hazard analyses
- Fall protection
- Electrical safety
- Chemical safety
- PPE
- Emergency response

b. Contractor is responsible for environmental protection, waste disposal, and pollution prevention per local law and INL environmental guidance.

c. Unsafe work may be stopped immediately by CO or COR without cost to Government.

G.9 WORK HOURS AND PHASING

a. Work hours inside FAP Base and INL facilities must be coordinated and approved in advance.

b. Work affecting facility operations shall occur only during Government-approved windows.

c. Phasing plan must maintain adequate bathroom facilities and minimize disruption.

G.10 SUBMITTAL PROCEDURES

a. Submittals must follow approved Submittal Register and shall be submitted electronically in PDF format unless otherwise directed.

b. Government has 10 business days to review submittals unless additional time is justified.

c. "Approved" or "Approved with comments" submittals do not waive compliance requirements.

G.11 KEY PERSONNEL REQUIREMENTS

a. Following positions are designated Key Personnel:

- Project Manager
- Site Supervisor
- Licensed Civil Engineer (CIP certified)
- Licensed Electrical Engineer (CIP certified)
- Safety Officer / QC Manager

b. Key Personnel may not be removed, substituted, or reassigned without prior written approval from CO.

G.12 COMMUNICATIONS, REPORTING, AND MEETINGS

a. Weekly progress reports are required and must include schedule updates, outstanding issues, safety incidents, and upcoming work activities.

b. Weekly coordination meeting with COR is mandatory during active work phases.

G.13 PROTECTION OF EXISTING FACILITIES

a. Contractor shall protect all INL property, equipment, finishes, and infrastructure from damage.

b. **Any damage caused by Contractor shall be repaired at Contractor's expense to match existing conditions within 5 calendar days.**

c. Special protection required for:

- Carpeted floors in VIP lounge (hermetic protection)
- Adjacent occupied spaces
- Existing fixtures being reused

G.14 WARRANTY REQUIREMENTS

a. Minimum one-year warranty on workmanship, installation, and materials is required.

b. Warranty period begins upon Government final acceptance.

c. Warranty repairs must be completed at no additional cost to Government.

G.15 CHANGES AND VARIATIONS

a. Only CO has authority to modify contractual requirements.

b. Contractor shall not perform out-of-scope work without written, CO-signed modification.

c. Requests for Equitable Adjustment (REA) must comply with clauses in Section H.

G.16 CLOSEOUT REQUIREMENTS

a. Contractor shall submit all close-out deliverables listed in Section B.

b. Final payment will not be issued until all punch-list items are resolved, documentation is approved, and COR verifies system performance.

c. All documentation requiring professional certification must be signed and sealed by responsible Peruvian engineer.

G.17 Performance/Payment Protection - The Contractor shall furnish a Bank Guarantee letter (Sp. Carta Fianza) in 52.228-13 in the amount of 50% of the contract price.

G.17.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.17.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.17.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.18 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G18.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	**$30,000**
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	***The Contracting Officer will evaluate the property damage and determine the cost***

G18.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G18.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G18.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G18.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.19 Document Descriptions

G.19.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.19.1.2 RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.19.1.3 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

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

G.20 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.20.1 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.20.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.20.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.21 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.21.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.21.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. For each individual, the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Full name of father and mother3

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

G.21.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.22 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.23 Special Warranties

G.23.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.23.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.24 Equitable Adjustments

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

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

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

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

G.25 Zoning Approvals and Permits

The Government shall be responsible for:

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

SECTION H — CLAUSES

(Clauses incorporated in full text or by reference; see FAR 52.252-2 in this section.)

H.1 FAR Construction Core

- 52.236-1 Performance of Work by the Contractor. (Insert % at award)
- 52.236-2 Differing Site Conditions
- 52.236-3 Site Investigation and Conditions Affecting the Work
- 52.236-5 Material and Workmanship
- 52.236-7 Permits and Responsibilities
- 52.236-10 Operations and Storage Areas
- 52.236-11 Use and Possession Prior to Completion
- 52.236-12 Cleaning Up
- 52.236-13 Accident Prevention
- 52.242-17 Government Delay of Work
- 52.246-12 Inspection of Construction

H.2 Payments & Changes

- 52.232-5 Payments under Fixed-Price Construction Contracts
- 52.232-27 Prompt Payment for Construction Contracts
- 52.243-4 Changes

H.3 Telecommunication Restrictions (Section 889)

- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (provision in Section K/L)
- 52.204-26 Covered Telecommunications Equipment or Services—Representation (provision in Section K/L)

H.4 Buy American / Trade Agreements

- FAR Subpart 25.2 (Buy American—Construction Materials) and/or FAR 52.225-11 (Trade Agreements). (N/A)

H.5 DOSAR / AIDAR (as applicable to funding and mission)

- DOSAR 652.242-70 Contracting Officer's Representative (COR)

H.6 Clauses Incorporated by Reference

(Additional clauses to be listed as applicable)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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

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

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018)
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN.
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.222.90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS
52.225-5	TRADE AGREEMENTS (NOV 2023)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAY 2020)
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 2021)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	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)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (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 ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-90	FAST PAYMENT PROCEDURES.
52.233-1	DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2025)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024)

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

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

52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.240-91 Security Prohibitions and Exclusions. (Deviation NOV 2025)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). *Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. *Covered article*, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology. *Covered foreign country* means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. *Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled— (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). *FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity. *FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred

to as a DoD FASCSA order. (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract. *Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following— (1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized

national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine

Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug

Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland

Security; or

(12) Such other elements of any department or agency as may be designated by the

President, or designated jointly by the Director of National Intelligence and the

head of the department or agency concerned, as an element of the intelligence

community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that— (1) Is developed or provided by a Kaspersky Lab-covered entity; (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity. *Kaspersky Lab-covered entity* means—

(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g.,

"Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with

Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information

system (including any telecommunications system) used or operated by an agency

or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used

for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. *Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence. *Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information. *Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier. *Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation. *Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service. *Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)). *Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National

Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31). (2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract. (3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers. (d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*. (1) *Certain telecommunications and video surveillance equipment, systems, or services*. (i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using— (A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) 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) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. (A) For lists of entities and individuals subject to economic sanctions, see OFAC's

List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designatednationals- and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policyissues/ office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screeninglist, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment

Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office

as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service; (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler

number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or

recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-92 Security Requirements.

As prescribed in 40.302-3, insert the following clause:

Security Requirements (Deviation Date)

(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, after the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract must be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) A subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award. The contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

52.240-93 Basic Safeguarding of Covered Contractor Information Systems.

As prescribed in 40.303-2, insert the following clause:

Basic Safeguarding of Covered Contractor Information Systems (Deviation Date)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.213-4 TERMS AND CONDITIONS —SIMPLIFIED ACQUISITIONS

(NONCOMMERCIAL) DEVIATION DATE (NOV 2025)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the

defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(b) *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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.
(c) *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 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 the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The 41 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 which reasonably could have been avoided.
(d) *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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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.
(e) *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)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications.

Security Prohibitions and Exclusions Representations and Certifications (Deviation Date NOV 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91,

Security Prohibitions and Exclusions.

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 (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

(2) Are conducted under 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.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section

203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C.

1702(b)(3)).

(b) *Procedures*.

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

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240- 91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any

equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g). (d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDNList/ Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g.,

52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

II. THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSE(S) IS/ARE SET FORTH IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g., "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
2) Clearly identify themselves and their contractor affiliation in meetings.
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at

http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

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

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

(End of clause)

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.

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION I — LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Proposed Performance chart	1
Attachment 2	Sample Bank Letter of Guaranty	1
Attachment 3	Daily Construction Report Sample	1
Attachment 4	Pictures of areas to be intervened	17
Attachment 5	List of holidays	1

ATTACHMENT #1 – PROPOSED PERFORMANCE CHART

TO: COPNTRACTING OFFICER US Embassy		1. FROM		2. VIA				3. REPORT FOR PERIOD ENDING					REPORT NUMBER			
5. SOLICITATION NUMBER	7. CONTRACT DESCRIPTION			8. SUBMITTED FOR APPROVAL (SIGNATURE)				DATE		LEGEND BAR PROGRESS TO DATE OF REPORT ACTUAL PROGRESS CURVES			0% 50 100			
6. LOCATION				9. APPROVAL RECOMMENED												
				10. APPROVED									SCHED PROGRESS _____ ACTUAL _____			
PRINCIPAL CONTRACT FEATURE	WT%	EST. COST	WK DATE=>	1	2	3	4	5	6	7	8	9	10	11	WKS/MTHS	
			SCHEDULED													
			ACTUAL													100
			SCHEDULED													
			ACTUAL													
			SCHEDULED													
			ACTUAL													90
			SCHEDULED													
			ACTUAL													
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			ACTUAL													
			SCHEDULED													
			ACTUAL													10
			SCHEDULED													
			ACTUAL													
TOTAL	100		%													
			COMPLETE													0
NOTICE TO PROCEED DATE: _____													COMPLETION DATE: _____			

ATTACHMENT #2 - SAMPLE LETTER OF BANK GUARANTY

Place [ ]

Date [ ]

Contracting Officer

U.S. Embassy, **[*Note to CO: insert Post name*]**

[*Note to CO: insert mailing address*]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[*amount equal to 50% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period*]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[*contract number*]** for **[*description of work*]** at **[*location of work*]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[*name of contractor*]** of **[*address of contractor*]** on **[*contract date*]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

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

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

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

Depository Institution: **[*name*]**	
Address:	
Representatives:	Location:
	State of Inc.:
	Corporate Seal:

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

ATTACHMENT #3 – DAILY CONSTRUCTION REPORT SAMPLE

US EMBASSY **CONTRACTOR'S DAILY CONSTRUCTION REPORT**

CONTRACT NUMBER: _____ DAILY REPORT NUMBER: _____
PROJECT NUMBER: _____ DATE: _____

CONTRACTOR: _____

LOCATION: _____ DESCRIPTION: _____

WEATHER: ☐ FAIR ☐ CLOUDY ☐ RAIN ☐ WINDY ☐ FOG TEMP: AM PM

*REMARKS (DESCRIBE EVENTS, WORK ACCOMPLISHED, MATERIALS DELIVERED, ETC):

NATURE OF DEFECTS FOUND (INCLUDE SPEC AND/OR DWG NO., LOCATION AND DESCRIPTION):

DIRECTIONS RECEIVED OR ISSUED (STATE BY WHOM):

SUPERINTENDENT'S NAME AND SIGNATURE _____
CONTRACTOR SHALL COMPLETE LABOR INFORMATION ON BACKSIDE OF THIS FORM

COR/US EMBASSY PERSONNEL TO COMPLETE THIS SECTION

☐ CONCUR WITH CONTRACTOR'S COMMENTS ABOVE.

☐ DO NOT CONCUR. (SEE COMMENTS BELOW)

REMARKS:

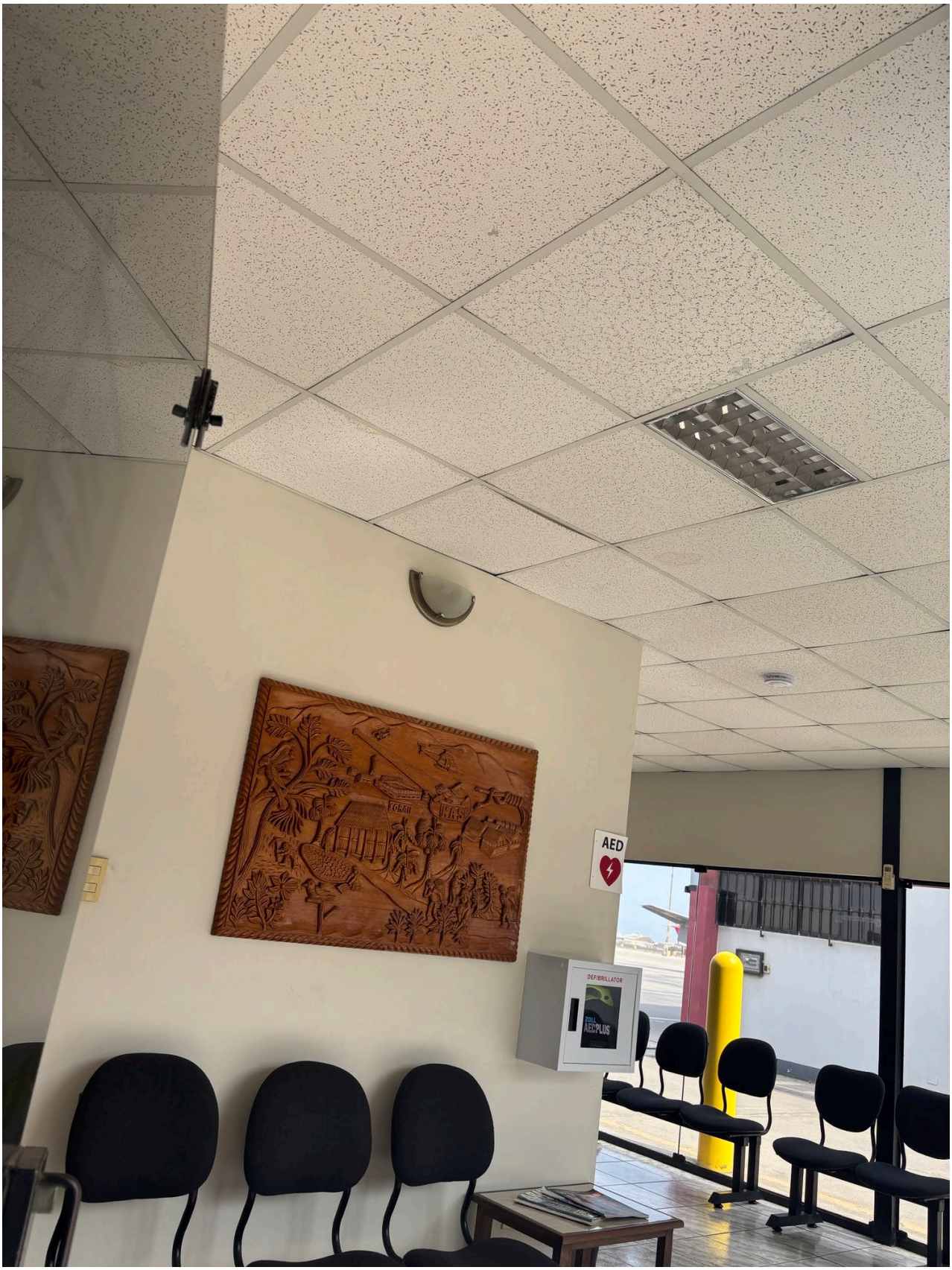
COMPLETION DATE: _____ WORK COMPLETED TO DATE: _____%
PROBABLE COMPLETION DATE _____ ACCORDING TO PROGRESS CHART _____%

COR'S SIGNATURE _____ DATE: _____

CONTRACTING OFFICER _____
********USE BACKSIDE OF THIS FORM IF ADDITIONAL SPACE IS NEEDED********

ATTACHMENT #4 – Images of areas to intervene

CARBON


AED
DEFIBRILLATOR
ZOLL
AED PLUS

PASSENGERS:
PLEASE STAY IN THE ROOM
PASAJEROS: FAVOR
PERMANECER EN LA SALA
AED

220V

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AVIATION
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sustentabilidade
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ATTACHMENT #5 – Holidays to observe

Date	Day of Week	Holiday Name	Origin	Notes
January 1	Thursday	New Year's Day	Both (U.S. & Peruvian)	Observed by both countries
January 19	Monday	Birthday of Martin Luther King, Jr.	American	U.S. Federal Holiday
February 16	Monday	Washington's Birthday (Presidents' Day)	American	U.S. Federal Holiday
April 3	Friday	Good Friday	Peruvian	Peruvian National Holiday
April 9	Thursday	Maundy Thursday	Peruvian	Peruvian National Holiday
May 1	Friday	Labor Day (Día del Trabajo)	Peruvian	Peruvian National Holiday
May 25	Monday	Memorial Day	American	U.S. Federal Holiday
June 29	Monday	Saints Peter and Paul Day	Peruvian	Peruvian National Holiday
July 3	Friday	Independence Day (Observed)	American	U.S. Federal Holiday (July 4 falls on Saturday)
July 28	Tuesday	Independence Day (Fiestas Patrias)	Peruvian	Peruvian National Holiday - Day 1
July 29	Wednesday	Independence Day (Fiestas Patrias)	Peruvian	Peruvian National Holiday - Day 2
August 30	Sunday	Santa Rosa de Lima	Peruvian	Peruvian National Holiday (may be observed Monday)
September 7	Monday	Labor Day	American	U.S. Federal Holiday
October 8	Thursday	Battle of Angamos	Peruvian	Peruvian National Holiday
October 12	Monday	Columbus Day	American	U.S. Federal Holiday
November 1	Sunday	All Saints' Day (Todos los Santos)	Peruvian	Peruvian National Holiday (may be observed Monday)
November 11	Wednesday	Veterans Day	American	U.S. Federal Holiday
November 26	Thursday	Thanksgiving Day	American	U.S. Federal Holiday
December 8	Tuesday	Immaculate Conception	Peruvian	Peruvian National Holiday

December 25	Friday	Christmas Day	Both (U.S. & Peruvian)	

SECTION J — INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

J.1 Proposal Format

Volume I — Technical:

- Understanding of scope and approach
- Work plan and phasing strategy
- Safety plan outline
- QA/QC plan
- Schedule with milestones
- Material specifications and sourcing plan
- Staffing/Key Personnel qualifications (Engineers with CIP habilitación)
- Past performance on similar projects
- Risk mitigation strategies
- Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
    - (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel.
    - (2) Contract number and type.
    - (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value.
    - (4) Brief description of the work, including responsibilities; and
    - (5) Any litigation currently in process or occurring within last 5 years.
    - (6) the offeror must be a company legally incorporated and operating in Peru. It shall be substantiated by providing:
        - Current RUC certificate issued by SUNAT
        - Certificate must show active status
        - Must include company legal name and tax address in Peru

- Partida Registral (Company Registration Certificate)
  - Certificate of incorporation from Registros Públicos (SUNARP - Superintendencia Nacional de los Registros Públicos)
  - Must show:
  - Company legal name (Razón Social)
  - Registration number (Partida Electrónica)
  - Date of incorporation
  - Legal representative(s) (Representante Legal)
  - Registered office address in Peru
  - Current status (Vigente/Active)

- SAM.gov Registration — Overseas Solicitation Notice: This solicitation is issued by a Contracting Officer located outside the United States supporting a diplomatic mission. In accordance with the FAR Part 4 Class Deviation (AA 25-40-01), SAM.gov registration is not mandatory for this solicitation; however, offerors are strongly encouraged to register in SAM.gov whenever practicable, as it is the primary method of collecting vendor information and is required for standard payment processing. Offerors that are not registered in SAM.gov must: (1) Complete and submit the provision at FAR 52.204-90, Offeror Identification, included in this solicitation; (2) Provide entity-level representations and certifications that would normally be captured in SAM.gov (see FAR 4.1202); (3) Provide a valid NCAGE code. Offerors may validate their NCAGE code at https://cage.dla.mil. See FAR part 4 / FAR 4.203-1 (b) (7)
  Upon award to a contractor not registered in SAM.gov, the contractor must complete the ACH Vendor/Miscellaneous Payment Enrollment Form (Standard Form 3881) and submit it to the Contracting Officer to facilitate payment processing."

Volume II — Price:

- CLIN Pricing Table, using format(s) from Section A
- **Basis of Estimate for each CLIN** including:
  - Material quantities, specifications, and unit costs
  - Labor hours by trade/skill level and rates
  - Equipment costs
  - Subcontractor identification and pricing (if applicable)
  - Overhead and profit percentages

- Assumptions

- **VAT Calculation**
- **Material Compliance Statement** confirming pricing is based on specifications in Section B.4
- Supporting assumptions and clarifications

J.2 Site Visit

MANDATORY SITE VISIT: Bidders must conduct site visit prior to submitting their bids. Site visit per FAR 52.236-27. See Section A for date/time and contact details.

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

(b) A site visit has been scheduled for June 15, 2026 at 10:00 am Lima time.
(c) Submit in writing to the CO the attendance list (Full name and ID's) by June 12, 2026

MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: Less than $100,000

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

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

J.3 Questions

Submit in writing to espinozase@state.gov by Wednesday, June 16, 2026 at 10:00 AM

J.4 Proposal Validity

Proposals valid for 120 calendar days from due date.

J.5 Alternate Proposals

Only as allowed by CO; otherwise, propose per Section B/H requirements. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

J.6 Exceptions & Deviations

Must be clearly stated in Volume I; Government reserves right to reject exceptions contradictory to essential requirements and clauses. Proposals should be submitted electronically in one single file using PDF format to Mr. Saúl Espinoza espinozase@state.gov no later than Tuesday, June 23, 2026

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

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2025)
52.204-90	OFFEROR IDENTIFICATION (DEVIATION NOV 2025)
52.204-91	CONTRACTOR IDENTIFICATION
52.212-1	INSTRUCTION TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION NOV 2025)
52.212-2	EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION NOV 2025)
52.214-3	Amendments to Invitations for Bids
52.214-5	Submission of Bids.
52.214-23	Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding.
52.214-26	Audit and Records-Sealed Bidding.
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

(APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2025)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

SECTION K — EVALUATION FACTORS FOR AWARD

K.1 BASIS FOR AWARD

LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)

The Government intends to award a single Firm-Fixed-Price contract resulting from this solicitation to the lowest priced, technically acceptable offeror in accordance with FAR 13.106-2(b) and FAR 15.101-2.

Award Process:

1. **Technical Evaluation**: Proposals will first be evaluated to determine if they meet the minimum technical requirements (acceptable/unacceptable).

2. **Price Evaluation**: Among technically acceptable proposals, award will be made to the offeror with the lowest evaluated price.

3**. Responsibility Determination**: The prospective awardee must be determined responsible under FAR 9.104.

The Government will not conduct discussions and will not make a tradeoff between price and non-price factors. Technical acceptability is a pass/fail determination.

K.2 EVALUATION FACTORS – ORDER OF IMPORTANCE

Proposals will be evaluated based on the following factors:

1. Technical Acceptability (Acceptable/Unacceptable)

2. Price (Evaluated for reasonableness)

3. Responsibility Determination (FAR 9.104)

Technical acceptability is a pass/fail determination. Among technically acceptable proposals, award will be made to the lowest priced offeror.

K.3 FACTOR 1 – TECHNICAL APPROACH & COMPLIANCE

Minimum Technical Requirements (Pass/Fail):

To be considered technically acceptable, proposals must demonstrate:

1. **Understanding of Scope**: Clear understanding of the work required in Section A

2. **Compliance with Requirements**: Ability to meet all mandatory technical requirements

3**. Approach/Methods**: Feasible approach to completing the work

4. **Schedule**: Realistic schedule that meets the required period of performance

5. **QA/QC**: Adequate quality control procedures

6. **Safety**: Adequate safety procedures

7. Past performance: as required in section J.1

Proposals that fail to meet any minimum technical requirement will be rated Unacceptable and will not receive further consideration.

Proposals that meet all minimum technical requirements will be rated Acceptable and will be evaluated for price.

K.4 FACTOR 2 – PRICE

K.4.1 Price Evaluation Approach

Price will be evaluated for reasonableness. The Government will evaluate the total price and individual CLIN prices to ensure they are fair and reasonable based on:

· Government estimate

· Market research

· Price analysis techniques in FAR 15.404-1(b)

Among technically acceptable proposals, award will be made to the lowest priced offeror.

K.4.2 CLIN Structure Evaluation

Offerors shall provide detailed pricing for each CLIN as specified in Section B. The Government will evaluate pricing for:

1. Internal Consistency:

- Does pricing reasonably reflect the scope of each CLIN as described in Section B.4? - Are material and labor allocations appropriate for the type and complexity of work described? - Is the pricing for CLIN 0001 (Design Submittals) proportionate to the engineering effort required? - Is the pricing for CLIN 0010 (Site Cleanup, Equipment/Supplies, and Supervision) reasonable relative to the overall contract value? - Is the pricing for CLIN 0011 (Professional Supervision) consistent with the required CIP-certified engineer hours for the 120-day period of performance? - Is the pricing for CLIN 0012 (Closeout Package) consistent with the documentation deliverables required in Section B.29?

2. Balance and Realism:

- Front-loaded pricing may indicate cash flow concerns
- Back-loaded pricing may indicate underestimation of early work
- Unbalanced pricing in any CLIN may be evaluated unfavorably

3. Risk Assessment:

- Unusually low pricing may indicate:
  - Misunderstanding of requirements
  - Inadequate quality control
  - Use of non-compliant materials
  - Performance risk
- Unusually high pricing may indicate:
  - Inefficiency
  - Lack of competitive pricing

K.4.3 Value Added Tax (VAT) Evaluation

The Government will evaluate:

- Accuracy: VAT calculation must be correct based on current Peru tax law
- Compliance: Offeror must demonstrate understanding of VAT requirements

K.4.4 Price Proposal Requirements

Offerors shall submit price proposals that include:

1. CLIN Pricing Table: Complete pricing for all CLINs using the format in Section B

2. Basis of Estimate: Brief narrative explaining the basis for each CLIN price, including:

- Material quantities and unit costs
- Labor hours and rates
- Equipment costs
- Overhead and profit percentages
- Any assumptions made

Failure to provide adequate price justification may result in a determination that the price is unrealistic or unbalanced.

SECTION L — REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS

L.1 Professional Certification Requirement

All work requiring professional certification shall be supervised by licensed professionals who are colegiado y habilitado (CIP), with appropriate certification affirming responsibility and compliance with applicable codes.

L.2 Company Qualifications

Offeror must certify that company is:

- Legally incorporated in Peru
- Has been in existence for at least one year
- Has capacity to provide warranty support

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED

DOMESTIC CORPORATIONS' REPRESENTATION (DEVIATION NOV 2025)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(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.

L.3 SAM Registration Status Representation: The Offeror represents that it [ ] is [ ] is not currently registered in the System for Award Management (SAM.gov). If not registered, the Offeror must complete the provision at 52.204-90, Offeror Identification, and provide all entity-level representations and certifications required under FAR 4.1202 as part of its offer."

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address: