Embassy of the United States of America

Tegucigalpa M.D.C., Wednesday, June 24, 2026

Dear Prospective Quoter:

Subject: Request for Quotations number ***19H08026Q0042- Residential Janitorial Services***

The Embassy of the United States of America in Tegucigalpa invites you to submit a quotation for Residential Janitorial Services.

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 quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Please note the following key dates:

Monday, June 29, 2026 *at 10:00 a.m. (local time)*- Request access to Pre-Proposal and Site Visit to arrange entry to the building to tgubids@state.gov

Prospective offerors/quoters should send the full names and ID numbers of each one of their representatives for maximum of two (2) individuals per offeror.

Wednesday, July 1, *2026* *at 08:00 a.m. (local time),* - Pre-Proposal and Site Visit

Thursday, July 9, 2026 *at 10:00 am (local time)*- Quotations due date

No quotations will be accepted after this time. Quotations must be in English and incomplete Quotations will not be accepted. Your quotation must be submitted electronically to tgubids@state.gov .Please name subject of your email *"Quotation Enclosed – 19H08026Q0042"*

All RFQs must be submitted in Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Pricing
3. Section 3
4. Section 5 Representations and Certifications

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/quotation as prescribed under FAR 4.1102.

Failure to be registered at time of quotations submission may deem the quoter's quotation to be considered non-responsible and no further consideration will be given. Therefore, quoters are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Beckman, Richard (BeckmanRY@state.gov)
06/18/2026 19:08 GMT

Richard Beckman
Contracting Officer

Enclosure:

TABLE OF CONTENTS

SECTION 1 – THE SECHEDULE

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19H08026Q0042, Prices, Block 23
- Continuation To SF-1449, RFQ 19H08026Q0042, Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property
- Attachment 2 to Description/Specifications/Performance Work Statement Contractor Furnished Property

SECTION 2 – CONTRACT CLAUSES

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

SECTION 3 – SOLICITATION PROVISIONS

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 4 – EVALUATION FACTORS

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 5 – REPRESENTATIONS AND CERTIFICATIONS

- Quoter Representations and Certifications
- Addendum to Quoter Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR16047603

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			19H08026Q0042	06/24/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Jelsy X Cabrera		07/09/2026 / 10:00

9. ISSUED BY — CODE HO800

AMERICAN EMBASSY TEGUCIGALPA
GSO, ACQUISITIONS UNIT, ATTN: GSO
TEGUCIGALPA
HONDURAS

10. THIS ACQUISITION IS [x] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:

[ ] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] EDWOSB
[ ] EMERGING SMALL BUSINESS
[ ] 8 (A)
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[x] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

[x] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE

AMERICAN EMBASSY TEGUCIGALPA
Barrio Parcaltagua, Avenida Los Proceres,
ATTN: GSO
TEGUCIGALPA
HONDURAS

16. ADMINISTERED BY — CODE

AMERICAN EMBASSY TEGUCIGALPA
GSO, ACQUISITIONS UNIT, ATTN: GSO
TEGUCIGALPA
HONDURAS

17a. CONTRACTOR/ OFFERER — CODE — FACILITY CODE

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

AMERICAN EMBASSY TEGUCIGALPA
US EMBASSY, AVE. LA PAZ, ATTN: FINANCIAL MANAGEMENT OFFICE (FMO)
TEGUCIGALPA
HONDURAS

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Residential Janitorial Services *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* — 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* — 31c. DATE SIGNED

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449,
RFQ NUMBER 19H08026Q0042
PRICES, BLOCK 23

1. PRICES AND PERIOD OF PERFORMANCE

The contractor shall provide comprehensive residential cleaning services for U.S. Embassy housing units prior to occupancy. Services shall include deep cleaning of interior and exterior areas of each residence, in accordance with the detailed requirements set forth in this Statement of Work.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continues for 12 months with four options years. The initial period of performance includes any transition period authorized under the contract.

1.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

1.2 Quotes and Payment in U.S. Dollars.

U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to pay in U.S. dollars should commit their quotes in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporate under the laws of a state within the United States. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in local currency.

1.3 PRICES

1.3.1 BASE YEAR (Twelve (12) Months)					
Description	**Size (Gross Sq. Ft.)**	**Estimated Qty**	**Unit of Measure**	**Unit Price**	**Total Price**
Full Cleaning – Small House	1,953.28 – 2,778.97	40	Each		
Full Cleaning – Medium House	2,778.98 – 3,168.92	40	Each		

Full Cleaning – Large House	3,168.93 – 4,999.00	20	Each		
Light Cleaning – Small House	1,953.28 – 2,778.97	15	Each		
Light Cleaning – Medium House	2,778.98 – 3,168.92	15	Each		
Light Cleaning – Large House	3,168.93 – 4,900.00	15	Each		
Emergency On-Call Service	Per square foot (up to 10,000 SF)	10,000	Square Foot		
Floor Polishing	Per square foot	50,000	Square Foot		
Larger Residences	Over 5,000.00	As needed	Each		
Total					

1.3.2 OPTION YEAR 1 (Twelve (12) Months)					
Description	**Size (Gross Sq. Ft.)**	**Estimated Qty**	**Unit of Measure**	**Unit Price**	**Total Price**
Full Cleaning – Small House	1,953.28 – 2,778.97	40	Each		
Full Cleaning – Medium House	2,778.98 – 3,168.92	40	Each		
Full Cleaning – Large House	3,168.93 – 4,999.00	20	Each		
Light Cleaning – Small House	1,953.28 – 2,778.97	15	Each		
Light Cleaning – Medium House	2,778.98 – 3,168.92	15	Each		
Light Cleaning – Large House	3,168.93 – 4,900.00	15	Each		
Emergency On-Call Service	Per square foot (up to 10,000 SF)	10,000	Square Foot		
Floor Polishing	Per square foot	50,000	Square Foot		
Larger Residences	Over 5,000.00	As needed	Each		
Total					

1.3.3 OPTION YEAR 2 (Twelve (12) Months)					
Description	**Size (Gross Sq. Ft.)**	**Estimated Qty**	**Unit of Measure**	**Unit Price**	**Total Price**
Full Cleaning – Small House	1,953.28 – 2,778.97	40	Each		
Full Cleaning – Medium House	2,778.98 – 3,168.92	40	Each		
Full Cleaning – Large House	3,168.93 – 4,999.00	20	Each		
Light Cleaning – Small House	1,953.28 – 2,778.97	15	Each		
Light Cleaning – Medium House	2,778.98 – 3,168.92	15	Each		
Light Cleaning – Large House	3,168.93 – 4,900.00	15	Each		
Emergency On-Call Service	Per square foot (up to 10,000 SF)	10,000	Square Foot		
Floor Polishing	Per square foot	50,000	Square Foot		
Larger Residences	Over 5,000.00	As needed	Each		
Total					

1.3.4 OPTION YEAR 3 (Twelve (12) Months)					
Description	**Size (Gross Sq. Ft.)**	**Estimated Qty**	**Unit of Measure**	**Unit Price**	**Total Price**
Full Cleaning – Small House	1,953.28 – 2,778.97	40	Each		
Full Cleaning – Medium House	2,778.98 – 3,168.92	40	Each		
Full Cleaning – Large House	3,168.93 – 4,999.00	20	Each		
Light Cleaning – Small House	1,953.28 – 2,778.97	15	Each		
Light Cleaning – Medium House	2,778.98 – 3,168.92	15	Each		
Light Cleaning – Large House	3,168.93 – 4,900.00	15	Each		

Emergency On-Call Service	Per square foot (up to 10,000 SF)	10,000	Square Foot		
Floor Polishing	Per square foot	50,000	Square Foot		
Larger Residences	Over 5,000.00	As needed	Each		
Total					

1.3.5 OPTION YEAR 4 (Twelve (12) Months)					
Description	**Size (Gross Sq. Ft.)**	**Estimated Qty**	**Unit of Measure**	**Unit Price**	**Total Price**
Full Cleaning – Small House	1,953.28 – 2,778.97	40	Each		
Full Cleaning – Medium House	2,778.98 – 3,168.92	40	Each		
Full Cleaning – Large House	3,168.93 – 4,999.00	20	Each		
Light Cleaning – Small House	1,953.28 – 2,778.97	15	Each		
Light Cleaning – Medium House	2,778.98 – 3,168.92	15	Each		
Light Cleaning – Large House	3,168.93 – 4,900.00	15	Each		
Emergency On-Call Service	Per square foot (up to 10,000 SF)	10,000	Square Foot		
Floor Polishing	Per square foot	50,000	Square Foot		
Larger Residences	Over 5,000.00	As needed	Each		
Total					

Base Year Total	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	
GRAND TOTAL	

CONTINUATION TO SF-1449,
RFQ NUMBER 19H08026Q0042
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE OF WORK

he contractor shall provide comprehensive residential cleaning services for U.S. Embassy housing units prior to occupancy. Services shall include deep cleaning of interior and exterior areas of each residence, in accordance with the detailed requirements set forth in this Statement of Work.

Cleaning for each residence shall be completed within a maximum of three (3) calendar days, depending on residence size, with up to four (4) additional hours of touch-up cleaning available on the day of occupancy when requested by the Contracting Officer's Representative (COR). The cost of such touch-up cleaning shall be included in the applicable unit price and shall not be billed separately.

The contractor shall maintain the capability to provide cleaning and emergency response services seven (7) days per week, three hundred sixty-five (365) days per year, including weekends and U.S. and local holidays, as requested by the Government. All services performed under this contract shall meet professional industry standards and are subject to inspection and acceptance by the COR or designated Government representative.

1. ORDER LIMITATIONS:

The vendor must be able to handle a minimum of 1 house and up to a maximum of 3 houses at the same time.

3. CONTRACTOR-PROVIDED SERVICES

The contractor shall provide all supervision, labor, materials, equipment, and incidental services necessary to perform residential cleaning services in accordance with this Statement of Work.

- The contractor shall provide one (1) on-site supervisor at all times while cleaning work is being performed at a residence.

- Within twenty-four (24) hours after receipt of each task order, the contractor shall provide written notification to the Contracting Officer's Representative (COR) identifying the supervisor assigned to that task order. The notification shall include the supervisor's full name and current contact information.

- Standard hours of operation shall be from 7:00 AM to 4:00 PM, Monday through Friday, unless otherwise authorized in writing by the Contracting Officer or the COR.

- The contractor shall provide up to four (4) hours of additional touch-up cleaning on the day of occupancy, as scheduled by the COR. The cost of such touch-up cleaning shall be included in the applicable unit price and shall not be billed separately.

- The contractor shall, for every task order issued under this contract, inventory, set up, and place the Government-furnished welcome/hospitality kit in the residence in accordance with instructions provided by the COR or designated Government representative. The contractor shall report any missing, damaged, or incomplete items to the COR immediately upon discovery and prior to final inspection. The contractor shall not remove, substitute, or dispose of any hospitality kit items without COR approval. A copy of the welcome kit inventory will be provide by the Government.

- The contractor shall maintain the capability to provide cleaning and emergency response services seven (7) days per week, three hundred sixty-five (365) days per year, including weekends and U.S. and local holidays, when requested by the Contracting Officer or COR. Standard cleaning operations will normally be performed between 7:00 AM and 4:00 PM; however, the Government may require services outside these hours as mission needs dictate. Unless otherwise specified in the contract, such services shall be provided at the same contract rates.

4. ADDITIONAL CONTRACTOR PROVIDED SERVICES:
Emergency Response Services

- The contractor shall provide on-call emergency residential cleaning services when requested by the Contracting Officer or the Contracting Officer's Representative (COR). Emergency response services shall be available seven (7) days per week, three hundred sixty-five (365) days per year, including weekends and U.S. and local holidays.

- The contractor shall acknowledge receipt of an emergency service request immediately and shall arrive at the residence and begin performance within two (2) hours after notification by the Government, unless otherwise authorized by the COR.

- Emergency services shall be performed in accordance with the requirements of this Statement of Work and any specific instructions provided in the applicable task order. The contractor shall provide all necessary supervision, labor, materials, equipment, and cleaning supplies required to respond to the emergency condition.

- A task order documenting the emergency service request shall be issued the same day or as soon as administratively practicable. The contractor shall coordinate directly with the COR or designated Government representative regarding access to the residence, scope of emergency services required, and completion status.

- If emergency services reveal unsafe conditions, property damage, mold, water intrusion, or other issues outside the scope of routine cleaning, the contractor shall immediately notify the COR and shall not proceed beyond the authorized scope without Government direction.

5. Average Sizes

Description	Size (Gross Sq. Ft.)
Full Cleaning – Small House	1,953.28 – 2,778.97
Full Cleaning – Medium House	2,778.98 – 3,168.92
Full Cleaning – Large House	3,168.93 – 4,999.00
Light Cleaning – Small House	1,953.28 – 2,778.97
Light Cleaning – Medium House	2,778.98 – 3,168.92
Light Cleaning – Large House	3,168.93 – 4,900.00
Emergency On-Call Service	Per square foot (up to 10,000 SF)
Floor Polishing	Per square foot
Larger Residences	Over 5,000.00

Average size of houses Unit Price per size of House

**Anything Below Small size residence will be paid at Small size Unit Price. **
** Minimum staffing per residence:
Small: 5 cleaners + 1 supervisor
Medium: 6 cleaners + 1 supervisor
Large: 6–8 cleaners + 1 supervisor

***Anything Above Large size residence will be quoted separately. ***

6. PERSONNEL

General.

The contractor shall be responsible for maintaining proper discipline, professionalism, and good order among its employees at all times while performing work under this contract. All contractor employees shall conduct themselves in a lawful, safe, and respectful manner and shall exercise due care to protect the residence, furnishings, equipment, and surrounding property.

Contractor employees are prohibited from sitting, standing, or placing tools, materials, or equipment on furniture or other household items in a manner that could damage, soil, or contaminate Government property. Employees shall use the residence only for the performance of official cleaning duties and shall comply with all instructions issued by the Contracting Officer, the Contracting Officer's Representative (COR), or the designated Government representative.

The Government reserves the right to require the removal of any contractor employee whose conduct, performance, or behavior is determined to be unacceptable. The contractor shall promptly replace any removed employee with qualified personnel at no additional cost to the Government and without interruption to contract performance.

The contractor shall immediately report to the COR any discrepancies, unsafe conditions, missing items, pre-existing damage, or damage observed or caused during the performance of cleaning services, including damage resulting from the work of other contractors if discovered during performance. Such reporting shall occur as soon as the condition is identified so that the Government may take appropriate action

7. Standard of Conduct.

Uniform and Personal Equipment. It is required that all employees of the Contractor maintain a professional appearance by wearing clean, neat, and complete uniforms while on duty. These uniforms must adhere to standards approved by the Contracting Officer's Representative (COR) to ensure consistency and professionalism across all personnel.

8. Cleaning of Houses Includes but is not limited to:

- **Kitchen**: Countertops scrubbed down, sinks scoured, through cleaning of interior and exterior of cabinets and appliances. Remove any items, including shelf paper (as requested), in kitchen cabinets, clean doors thoroughly, especially around handles and shelves. Items found in cabinets shall be reported to the Embassy for inspection and disposal. All hard non-wooden surfaces in the kitchen will be cleaned with a chlorine solution.
- **Refrigerators**: Remove all food residues and frost. Thoroughly clean inside and outside. Remove any mold on edges and clean with a diluted bleach solution.
- **Freezers**: Clean thoroughly with warm water and bicarbonate of soda. Do not use scouring powder as it harms enamel.
- Stove: Clean outside of stove with hot soapy water or ceramic top cleaner (when so required) (scouring power harms enamel). Clean around burners. Scrape and clean

other parts. Ovens should be cleaned on the inside. Polish chromium parts. *Use only approved cleaning products on ceramic stove top.*

- **Dishwashers:** Clean interior with damp cloth.
- **Floors**: Sweep and mop on the inside and outside of the house. A guide on the basic care the contractor will use to treat different types of floors needs to be provided. Floors will be cleaned according to the type of floor of the house (hard wood floors will be polished; non-polished tile floors will only be mopped, etc.). Floor types include:
    - Ceramic tile (different types)
    - Porcelain
    - Granite
    - Wooden – Real and Imitation
    - Terracotta (Barro)
    - Terrazzo
    - Marble
    - Concrete or paved (on garages or sidewalks)

The contractor shall provide one box of standard disposable clean shoe coverings for the use of contractors and embassy personnel during the cleaning process of every residence. These shoe coverings are intended to maintain cleanliness and protect floors from dirt and debris during the cleaning process.

- **Garage/Carport Areas**: Wash, mop, remove stains and polish floor (if required). There will be some cases in which the floors of certain garage areas of the house will need some pressure wash or polishing. This service can be considered as an additional fee, at the request of the COR.

- **Carpet:** Vacuum carpets as necessary.

- **Windows: Wash** and clean windows on the inside and outside of the house. Dust and clean blinds. Dust and polish wooden frames with wood polishing liquids.

- **Doors: All** interior and exterior doors (wood and metal), including garage doors and pedestrian doors need to be cleaned, according to the type of material.

- **Light Fixtures:** Cleaning of light fixtures such as lamps, fluorescent lamps, light shades, and any other type of lighting system installed in the residence.

- **Bathrooms**: Scrub and sanitize sinks, bowls, showers, tubs, tiles, mirrors, cabinets, and aluminum sliding doors and tracks by using appropriate disinfectants and detergents. Ensure different scrubbing pads and brushes are used for toilets, bathrooms/bathtubs and the kitchen area. Scrub and disinfect toilet bowls and seats. Muriatic acid should be used only on special cases and only by using safety precautions. Products such as AJAX and Comet are preferred to clean bathroom tiles, bathtubs, and sinks.

- **Walls: Wash**/clean fences, exterior walls, sidewalks, garbage baskets. Remove finger prints and food stains from walls. Remove spider webs from walls and ceilings.

- **Exterior Sidewalks: Clean** and wash sidewalks, with pressure hose and remove garbage.

- **All Surfaces: Thorough** dusting and cleaning of all surfaces of the house, including walls, cabinets, furniture, lamps, closets, drawers, etc. Clean visible plumbing and electrical fixtures.

- **Hard Wood Surfaces**: Cleaning/dusting wood parts of the house with appropriate liquids and polishing oils to remove handprints, pencil or crayon marks, spots on doors, around handles, and door frames.

- **Hard Furniture:** Thorough dusting and cleaning of tops, sides and legs of furniture.

- **Closets and cabinets: Dust** and clean interior of closets & cabinets. Remove shelf paper and all items found in closets and report to Supervisor.

- **Other Furniture:** Cleaning/dusting of table lamps and ceiling lamps, including ceiling fans. Vacuum and dust different type of furniture as needed.

- **Stains:** Remove food or hand stains on electrical outlets, walls and doors. If there is mold found in certain areas of the house, it should be reported it to the Housing Coordinator to determine the need for special treatment.

- **Handrails and grillwork**. Dust and clean thoroughly. Brushing is usually needed to remove dirt.

- **Garbage Removal:** Remove all personal effects and trash from storerooms, carports, garage areas, and sidewalks, and set aside for inspection of Embassy supervisor and then make arraignments for removal.

- **Laundry Area: Clean** interior and exterior of washers and dryers with a damp cloth. Scrub washing surface and inside of "pilas".

9. DISINFECTING SOLUTION

From Clorox
(Other appropriate forms of disinfectant e.g. Pine Sol, Azistin, or similar disinfecting products can be used).

Disinfecting:

Use the following method to disinfect hard, non-porous surfaces at home:

1. Create bleach solution using ¾ cup Clorox® Regular-Bleach per gallon of water.

2. Wash, wipe or rinse items/area with water, then apply solution.
3. Let stand 5 minutes.
4. Rinse thoroughly and air dry

Please note:

* Do not use Clorox® Regular-Bleach full strength for cleaning surfaces.
* Always dilute strictly in accordance with label directions.
* Wear gloves when cleaning for prolonged periods.
* Bleach solutions need to be made fresh daily. Once diluted, bleach breaks down quickly (mainly into salt and water).

Please note: Bleach solutions need to be made fresh daily. Once diluted, bleach breaks down quickly - mainly into salt and water. Many spray bottles contain metal parts in the trigger spray. Bleach will corrode these parts over time. Bleach is an irritant and using bleach in a spray bottle can be very irritating to some especially those individuals with chronic respiratory or heart conditions.

Appropriate Surfaces:

Kitchen: Refrigerators, work surfaces, garbage disposals, freezers, sinks, appliances, plastic laminate, countertops, (ceramic) tile (floors or countertops), vinyl, linoleum, solid surface countertops, glass, garbage cans, trash cans, trash compactors, dish cloths, brushes, synthetic sponges, mops, latex enamel painted woodwork, walls, faucets.

For toilet bowls and bidets: Flush toilet/bidet. Pour 1 cup of Clorox® Regular-Bleach into bowl. Brush entire bowl including rim with a scrub brush or mop; let stand 10 minutes before flushing again.

10. Minimum Equipment and Tools Needed:

- Buckets
- Brooms
- Mops
- Cleaning rags-Must be clean
- Brushes – Different Sizes
- Broom to clean high ceilings and fans
- Vacuum cleaner
- Floor Scrubbing machine
- Floor Polishing Machine
- Plastic bowls
- Hoses
- Liquid dispensers
- Set of Measuring cups

- Dust/trash collectors (recogedores de basura)
- Toilet brushes
- Floor Polishing Equipment
- Plastic gloves while washing bathrooms, toilets and sinks

Minimum Cleaning Materials Needed:

- Clear wood polishing liquid
- Dark wood polishing liquid
- Chlorine solution
- Bleach
- Disinfectants
- Glass polishing liquid
- Detergent
- Non-abrasive cleaning products

11. Completion, Inspection, and Acceptance

Upon completion of services at each residence, the contractor shall notify the Contracting Officer's Representative (COR) or designated Government representative and request inspection. The Government will inspect the residence using the Residential Cleaning Inspection Checklist and Acceptance Form (Attachment A) provided by the contractor.

Inspection shall verify that all required cleaning services have been completed in accordance with this Statement of Work and the applicable task order. Inspection shall also verify that the Government-furnished welcome/hospitality kit has been properly inventoried, set up, and placed in the residence in accordance with COR instructions.

Any deficiencies identified during inspection shall be documented on the inspection form or otherwise communicated by the Government to the contractor. The contractor shall correct all deficiencies at no additional cost to the Government within the time specified by the COR or designated Government representative.

Final acceptance shall occur only after all required services have been satisfactorily completed, all identified deficiencies have been corrected, and the COR or designated Government representative has signed the inspection and acceptance form. No task order shall be considered complete until final acceptance has been granted by the Government.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2026) IS INCORPORATED BY REFERENCE.

52.212-5 [Reserved] (JAN 2026)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract

throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

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

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the

Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JAN 2026)
52.204-18	[Reserved] (JAN 2026)
52.204-25	[Reserved] (JAN 2026)
52.204-27	[Reserved] (JAN 2026)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (JAN 2026)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2026)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2026)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

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

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNED OPERATIONAL

AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THEUNITED STATES (MAY 2020)

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

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

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

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

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

52.233-3 PROTEST AFTER AWARD (JAN 2026)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (JAN 2026)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)

THE FOLLOWING FAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by
issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 12 Months.

(b) All delivery orders or task orders are subject to the terms and conditions of this
contract. In the event of conflict between a delivery order or task order and this contract, the
contract shall control.
40

(c) If mailed, a delivery order or task order is considered "issued" when the Government
deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
*Applies to temporary additional services.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 each., the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 40 each.;

(2) Any order for a combination of items in excess of 40 each; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-20 Definite Quantity.

As prescribed in 16.505(c), insert the following clause:

DEFINITE QUANTITY (OCT 1995)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after *60 months*.

(End of clause)

52.216-22 INDEFINITE QUANTITY (APRIL 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after *60 months*

(End of clause)

Alternate I (APRIL 2026). As prescribed in 16.505(e)(1), add a paragraph (e) substantially the same as the following to the basic clause:

(e) Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If either party makes such notification, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Alternate II (APRIL 2026). As prescribed in 16.505(e)(2), add paragraphs (e) and (f) substantially the same as the following to the basic clause:

(e) The Government may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the contractor receives the notice of cancellation. No further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

(f) The Contractor may request to cancel this contract by submitting a written cancellation request to the contracting officer. The cancellation will take effect 30 calendar days after the Government receives the cancellation request, unless the contracting officer informs the contractor, before cancellation is effective, that cancellation is not approved. A contractor who requests cancellation is not eligible for the minimum guarantee. If cancelled, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 Months.**

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

THE FOLLOWING DOSAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g., "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings.

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.215-70 Reserved

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

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country; Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

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

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

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

(5) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)–(6) above:

(1) Complying or agreeing to comply with requirements:
(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or, (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.
(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES

Excise Tax Exemption Statement for Contractors Within the United States (JUL 1988)
This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

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

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICED) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract the firm fixed-price stated in this contract.
(b) Invoice Submission. The Contractor shall submit invoices as detailed below:
The Contractor shall submit the digital invoice on PDF
. The invoice must be legible, it is recommended to scan in black and white, type [text], resolution [300 dpi], this should generate a file of no more than 100kb per page.

The name of the PDF File must be named as follows: PRNumber_Janitorial Services Invoice Number.pdf

The title of the email (Subject) must be the same name as the electronic invoice: PRNumber_Janitorial Services InvoiceNumber

For an invoice to be valid it must contain the following information: Company name, telephone number and correspondence address, Invoice number and Date, Requisition Number and/or Contract Number, Description, quantity, unit of measure, and unit price of the commodities or services provided in accordance with the Contract. Only send one email by Invoice and Contract Number. You will receive a message of receipt of the same in the following seven working days.

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance

address is shown below: (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

652.236-70 ADDITIONAL SAFETY MEASURES (DEVIATION JUL 2025)

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)

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

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Holy Thursday
Good Friday
Easter Saturday
Honduran Labor Day
Memorial Day
Juneteenth Day
US Independence Day
Labor Day
Central American Independence Day
Francisco Morazan's Birthday
Discovery of America
Honduran Armed Forces Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors' accounting policy.

(End of clause)

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

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

(b) The CORs for this contract are:

"Name provided at award"

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)

Alternate I (AUG 1999). If the contract is for overseas local guard services, as prescribed in 642.272(b), substitute the following paragraphs (a)(1) and (a)(2) for paragraphs (a)(1) and (a)(2) of the basic clause:
(a)
(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed, or will obtain such authorization before performance of this contract begins;
(a)(2) That it has obtained all necessary licenses and permits required to perform this contract, or will obtain such licenses and permits before performance of this contract begins

652.243-70 NOTICES (DEVIATION JUN 2025)

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.

SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include:

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI)

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(7) List of clients over the past 3 years, demonstrating prior relevant experience and references.

(8) List of Equipment

(9) The company's organizational chart, including the personnel proposed to perform and manage this contract.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made

and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JAN 2026)
52.204-16	[Reserved] (JAN 2026)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (DEVIATION DATE)
52.237-1	SITE VISIT (APR 1984)

As prescribed in 37.802-5(a), insert the following provision:

Site Visit (Apr 1984)

Quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (DEVIATION JUN 2025)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential Offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre award and post award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality
as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at Management Counselor +504 2217- 5323. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516–1680, by fax at (703) 875–6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA–6,Washington, DC 20522–0602.

(End of provision)

SECTION 4 – EVALUATION FACTORS

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable Offeror who is a responsible contractor. The evaluation process shall include the following:

a) Compliance Review. The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations which do not conform to the solicitation.

   Offerors, including any Offeror organized as a joint venture, must have an active SAM registration at the time of quotation submission and throughout the procurement process.

   Any Offeror whose registration is not active in SAM at the time of quotation submission will be excluded from the process and their quote will not be evaluated.

   For all quotes deemed to be acceptable under the compliance review, a technical acceptability and price evaluation will be conducted.

b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the Offeror with its quotation.

c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices – Continuation of SF-1449, Block 23", and arriving at a grand total, including all options. The Government reserves the right to reject quotations that are unreasonably low or high in price.

d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful Offeror complies with the requirements of FAR Subpart 9.1, including:

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

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (DEVIATION DATE)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States dollars using the exchange rate in effect on the due date for receipt of offers:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures-

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation.

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Deviation Date)

(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.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation Date)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.240-91 Security Prohibitions and Exclusions (Deviation Date)

(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-designated-nationals-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/policy-issues/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-screening-list, 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)

Alternate I (DATE XXXX). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using 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 any applicable FASCSA

orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes □ No □ DHS FASCSA Order

Yes □ No □ DoD FASCSA Order

Yes □ No □ DNI FASCSA Order