REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☒ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE

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1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
19PS4726Q0009	06/23/2026	PR16007956		

5a. ISSUED BY	6. DELIVER BY (Date)
General Service Office	07/08/2026

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Keyong L. Teriong	680	587-2920 ext. 2101

7. DELIVERY ☐ FOB DESTINATION ☐ OTHER (See Schedule)

9. DESTINATION

a. NAME OF CONSIGNEE

8. TO:

a. NAME	b. COMPANY	b. STREET ADDRESS
U. S Embassy Koror		

c. STREET ADDRESS	c. CITY
Omsangel/Beklelchieb	

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
Koror	PW	96940		

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

07/08/2026

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	U.S. Embassy Koror invites you to submit a quotation for the Koror CMR Guard House Renovation Project in accordance with the attached Scope of Work. Note: All actions which are over $30k, prospective vendors must be registered within the Central Contractor Registration (CCR) which is now under System of Award Management (SAM).	1	lot		0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME (Type or print)	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE (Type or print)	NUMBER

U.S. Embassy Koror
Date: **23 June 2026**

Dear Prospective Offeror:

Subject: Request for Quotes **19PS4726Q0009**

Enclosed is a Request for Quotes (RFQ) for **Koror CMR Guard House Renovation.** If you would like to submit a quotation, follow the instructions in Section J of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

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

Site Visit Details:
Please contact TeriongKL@state.gov for further information.

Quotations are due by **4:30 PM, 08 July 2026**. 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 **TeriongKL@state.gov.** It is important to make sure the submission is made in a specific size and format; in the latest MS-Word or MS-Excel or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 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-18
2. Section A, Pricing
3. Section L Representations and Certifications
4. Additional information as required in Section J
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Danto, Andrew (DantoAK@state.gov)
06/22/2026 00:52 GMT

Andrew Danto
Contracting Officer

Enclosed:
Solicitation Package

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SECTION A - PRICING

A. PRICE

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

Total Price (including all labor, materials, overhead and profit)	
Defense Base Act (DBA) Insurance	

A.1 PALAU GOODS AND SERVICE TAX

PALAU GOODS AND SERVICE TAX (PGST) The Contractor shall include GST as a separate charge on the Invoice and as a separate line item in Section B.

SECTION B - STATEMENT OF WORK

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

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

Refer to Attachment #1

SECTION C - PACKAGING AND MARKING

Mark materials delivered to the site as follows:

ATTN: FAC/GSO
US EMBASSY KOROR
OMSANGEL/BEKLELACHIEB
KOROR, PALAU 96940

SECTION D - INSPECTION AND ACCEPTANCE

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

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

D.1 SUBSTANTIAL COMPLETION

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

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

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

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

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

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

- Satisfactory completion of all required tests,

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

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

SECTION E - DELIVERIES AND PERFORMANCE

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

The Contractor shall be required to:

(a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and,

(c) complete the entire work ready for use not later than one hundred fifty (150) working days after the NTP.

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

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **USD 400.00** each calendar day of delay until the work is completed or accepted.

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

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

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

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

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The

Contractor shall identify each deliverable as required by the contract.

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

(1) Extend the completion date or obligate the Government to do so,

(2) Constitute acceptance or approval of any delay, or

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

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

NOTICE TO PROCEED

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

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

WORKING HOURS

All work shall be performed during **Monday to Thursday from 7:30AM to 4:30PM and on Friday from 7:30AM to 2:00PM**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

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

DELIVERABLES - The following items shall be delivered under this contract:			
Description	Quantity	Deliver Date	Deliver To
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

SECTION F – CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is **Facility Supervisor.**

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

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

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

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

FMCKoror@state.gov
TeriongKL@state.gov
AgustinML@state.gov

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

SECTION G - SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	**$2,500.00 USD**
Cumulative	**$10,000.00 USD**
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	**$2,500.00 USD**
Cumulative	**$10,000.00 USD**

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

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

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

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

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

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

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

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

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may

not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

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

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

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

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take five (5) days to perform. For each individual, the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Police Clearance
Working Permit

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

badge may be revoked at any time due to the falsification of data, or misconduct on site.

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

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

G.7.0 SPECIAL WARRANTIES

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

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

G.8.0 EQUITABLE ADJUSTMENTS

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

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

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

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

RESERVED

SECTION H - CLAUSES

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

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

52.225-5 TRADE AGREEMENTS (NOV 2023)

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

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

RESERVED

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

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

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

52.228-11 PLEDGES OF ASSETS (FEB 2021)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

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

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

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (JAN 2017)

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

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

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

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

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

52.236-12 CLEANING UP (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (JUN 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

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

52.245-9 USE AND CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024)

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

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

52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

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

(a) Definitions. As used in this clause—

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 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).

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., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2025)

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

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

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

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

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

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

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

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

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

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

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

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

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

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

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

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

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

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

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

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

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or

manufactured in the United States exceeds ____ percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

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

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

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

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

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

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

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

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

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

_____

_____

[Insert one or more Internet addresses]

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

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

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

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

(End of clause)

RESERVED

Alternate I (NOV 2023) . As prescribed in 25.1102 (e), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

Bahraini, Mexican, or Omani construction material means a construction material that-

(1)(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2)(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements-

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material, other than Bahraini, Mexican, or Omani construction material, in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

RESERVED

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

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

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.).

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

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

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION I - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	4
Attachment 2	Standard Form 25A, "Payment Bond"	3
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Drawings/Permitting Package (*Hard copies will be distributed upon request)*	18
Attachment 6	Scope of Work	16

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

A. QUALIFICATIONS OF OFFERORS

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

(1) Be able to understand written and spoken English.

(2) Have an established business with a permanent address and telephone listing in **Koror, Republic of Palau** or plans to establish an office within 30 days of contract award.

(3) The offeror shall provide proof of SAM registration to include the SAM UEI number

(4) Be able to demonstrate prior construction experience with suitable references.

(5) Have the necessary personnel, equipment and financial resources available to perform the work.

(6) Have all licenses and permits required by local law.

(7) Meet all local insurance requirements.

(8) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution.

(9) Have no adverse criminal record; and

(10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

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

Volume I: Pricing		
Item	Document	Details of submittals
1	Standard Form 18- SF18	Complete section 11 (f) and section 13 (a to f) and include in the submission
2	Section A Pricing	Complete Section A Price table and include in the submission
3	Breakdown of Price by Divisions of Specifications	See attachment #3. Contractor can use their own breakdown of cost as long as price by division is clearly reflected, particularly the labor or materials cost.
Volume II: Performance schedule and Business Management/Technical Proposal		
Item	Document	Details of submittals
1	Bar chart	Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.
2	Key Personnel	A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror
3	Project Manager/ Superintendent	Simple resume of the offeror's POC who will manage the project during the work performance
4	Subcontractors and suppliers	A list of the names, addresses, and telephone numbers of subcontractors (if any) and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.
5	Projects over the past two (2) years	List of contracts and subcontracts your company has held over the past two (2) years for the same or similar work. Indicate brief description of work done
6	Litigation over the past five (5) years	Submit a statement if there is any litigation in process or occurring within the last five (5) years. Submit also a statement if there is none.
7	Insurances and bonds	Submit a statement that all required insurances and bonds indicated in Section G and J will be secured upon receipt of the Notice of Award
8	Material Specifications	Submit a statement that all material specifications such as brochures, specification sheet, and similar will be submitted to the COR for review and approval upon receipt of the Notice of Award.
9	Section L Representations, certifications and other statements	Review and complete section L of the solicitation package. Fill out only the parts applicable to your company.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) A site visit has been scheduled for **1:30PM Monday, 29 June 2026**.

(c) Participants will meet at **the Chief of Missions Residence located in Ngetkib, Airai Palau.**

RESERVED

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

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

This 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 PROVISIONS ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

SECTION K - EVALUATION CRITERIA

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

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

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

SECTION L – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

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

(a) Definitions.

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

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

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

(c) otherwise due under the contract.

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

(e) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government.

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

(e) Type of Organization.

☐ Sole Proprietorship.

☐ Partnership.

☐ Corporate Entity (not tax exempt).

☐ Corporate Entity (tax exempt).

☐ Government Entity (Federal, State, or local).

☐ Foreign Government.
☐ International organization per 26 CFR 1.6049-4.
☐ Other _____.

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

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is_____ [insert NAICS code].
(2) The small business size standard is _____ [insert size standard].
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.
(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

_____

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

(End of provision)

Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:
(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	**Size standard**
_____	_____

NAICS Code	Size standard

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

L.3. 52.204–24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

L.4. 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(c) Representations. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

L.5. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS' REPRESENTATION (NOV 2015)

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

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

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

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

(End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

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

Name:
Telephone Number:
Address:

L.7. 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS

OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

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

"Marginalized populations of Sudan" means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

ATTACHMENT #1

STANDARD FROM 25, "PERFORMANCE AND GUARANTY BOND"
(4 PAGES)

ATTACHMENT #2

STANDARD FORM 25A, "PAYMENT BOND"
(3 PAGES)

ATTACHMENT #3 - **SAMPLE LETTER OF BANK GUARANTY**

Place [ ]
Date [ ]

Contracting Officer
U.S. Embassy, Koror

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **19PS4726Q0009** for **CMR Guard House Renovation Project** at **U.S. Government Property** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and _____ **name of contractor** of _____ **address of contractor** on _____ **contract date,** plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

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

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

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

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

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

ATTACHMENT #4 - UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION (2) LABOR (3) MATERIALS (4) OVERHEAD (5) PROFIT (6) TOTAL

1. General Requirements
2. Site Work

3. Concrete
4. Masonry

5. Metals
6. Wood and Plastic

7. Thermal and Moisture
8. Doors and Windows

9. Finishes
10. Specialties

11. Equipment
12. Furnishings

13. Special Construction
14. Conveying Systems

15. Mechanical
16. Electrical

TOTAL: _____

USD
Allowance Items:

PROPOSAL PRICE: _____

TOTAL: **USD**

Alternates (list separately; do not total):

Offeror: _____ **Date** _____

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

ATTACHMENT #5 – DRAWINGS

Drawings will be shared via hard copy only. Please email TeriongKL@state.gov for a copy (18 PAGES)

ATTACHMENT #6 – SCOPE OF WORK
(16 PAGES)

Performance Bond	Date Bond Executed (Must be same or later than date of contract)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

See Instructions on page 3

Principal (Legal name and business address)	Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify) State of Incorporation
Surety(ies) (Name(s) and business address(es))	Penal Sum of Bond Million(s) | Thousand(s) | Hundred(s) | Cents Contract Date | Contract Number

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

Witness:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Principal				
Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	
Name(s) & Title(s) (Typed)	1.	2.	3.	Corporate Seal

Individual Surety(ies)		
Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)					
Surety A	Name & Address		State of Incorporation	Liability Limit ($)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety B	Name & Address		State of Incorporation	Liability Limit ($)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety C	Name & Address		State of Incorporation	Liability Limit ($)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety D	Name & Address		State of Incorporation	Liability Limit ($)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety E	Name & Address		State of Incorporation	Liability Limit ($)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		

Corporate Surety(ies) (continued)

Surety F	Name & Address		State of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety G	Name & Address		State of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Bond Premium ▶	Rate Per Thousand ($)	Total ($)

Instructions

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

   (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

   (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Payment Bond (See Instructions On Page 3)	Date Bond Executed (Must be same or later than date of contract)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal name and business address)	Type Of Organization ("X" one) ☐Individual ☐Partnership ☐Joint Venture ☐Corporation ☐Other (Specify)
	State Of Incorporation
Surety(ies) (Name(s) and business address(es))	Penal Sum Of Bond

Million(s)	Thousand(s)	Hundred(s)	Cents

Contract Date	Contract Number

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

Witness:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name & Address		State Of Incorporation	Liability Limit $	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Corporate Surety(ies) (Continued)

Surety B	Name & Address		State Of Incorporation	Liability Limit $	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety C	Name & Address		State Of Incorporation	Liability Limit $	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety D	Name & Address		State Of Incorporation	Liability Limit $	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety E	Name & Address		State Of Incorporation	Liability Limit $	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety F	Name & Address		State Of Incorporation	Liability Limit $	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety G	Name & Address		State Of Incorporation	Liability Limit $	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Instructions

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

   (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

   (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

PROJECT: CMR New Guard House
LOCATION: Ngetkib, Airai, Palau

S T A T E M E N T O F W O R K

I. BACKGROUND

The guard house at the Chief of Mission Residence (CMR) in Koror has experienced significant deterioration due to prolonged use and environmental exposure. Interior panels and sections of the wall framing are compromised, creating potential safety risks for the local guard force and impacting their ability to perform essential duties.

To address these issues, the U.S. Embassy in Koror seeks a contractor to repair and renovate the guard house. The objective is to restore the structure to an improved condition, correct all identified deficiencies in the building and utility systems, and ensure compliance with current U.S. standards.

II. GENERAL

The U.S. Embassy in Koror seeks a qualified contractor to provide comprehensive construction services for the guard house renovation. The contractor is responsible for supplying all necessary personnel, equipment, materials, transportation, insurance, and logistics to complete the project. The contractor must also provide a competent, English-speaking supervisor to remain on site and oversee all construction activities throughout the project duration.

All work must comply with local, international, and U.S. standards, as well as Embassy-directed security and safety protocols. The contractor is required to install a new electrical layout, including all wiring, conduits, outlets, switches, and related materials.

The contractor will coordinate with the Contracting Officer (CO) or Contracting Officer Representative (COR) until project completion and final turnover. All specifications and requirements are detailed in the statement of work and its attachments; no changes may be made without CO approval.

III. LIMITS OF DESIGN AND CONSTRUCTION

The contractor must complete all work within the designated area of the CMR property. The contractor is responsible for coordinating with local utility providers and covering all costs related to connections outside the property line. Required work includes grading, drainage, temporary construction access, and erosion control, as well as any additional tasks necessary to meet the contract requirements and ensure proper completion of the project. All disturbed areas, both within and outside the property, must be restored to their original or better condition.

IV. PERMITS AND LICENSE

The Contractor is responsible for obtaining permits and associated fees (e.g. zoning, building approvals, utility, construction, and local and OBO permits) and licenses required to execute the work. The Contractor is responsible to provide drawings and other relevant documents needed to obtain those permits and licenses, and official translations as required to execute those permit actions. The Contractor shall submit drawings to the COR for approval prior to releasing drawings to local permitting and licensing agencies for permits. Permit drawings shall be labeled by generic terminology (e.g. office, restroom, mechanical space). Permit documents, drawings, specifications, and calculations shall be sealed and signed by the architect and engineers of record, or other professionals as required.

V. SECURITY

a. Contractor's personnel must stay within the working site and not wander around the adjacent offices or areas not covered under this Scope of Work.
b. Contractor's personnel are prohibited from roaming around the premises during work hours or stay inside the Compound after each day of work.
c. The work to be performed under this SOW requires that the Contractor, its employees, and sub-contractors submit corporate, financial, and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.
d. The contractor will submit names and valid identification cards or documents to COR at least **5 work days** before the entry into the premises to allow the processing of the Visitor Access Request (VAR). Coordinate with COR or for any additional requirements and further information.

VI. SCOPE OF WORK

A. General Requirements

1. The Contractor shall conduct a site visit before starting construction to verify actual site conditions and measurements.
2. The Contractor is required to receive written approval from the COR prior to purchasing any materials or equipment and before commencing any work.
3. The Contractor shall coordinate with the COR for the safekeeping and handling of all items removed during the project.
4. The Contractor shall refer to the attachment "2025-Koror-CMR_Guard_House_Renov.pdf" for plans and information on the existing guard house.

B. Carpentry

1. The Contractor shall carefully remove the following items and provide them to the COR for safe storage or disposal:

i. air conditioning unit
ii. panel board
iii. switches
iv. outlet covers
v. doors
vi. windows (for reinstallation)
vii. ceiling molding
viii. countertop (verify if it needs to be removed before dismantling the interior wall panels)
ix. lockers (for reinstallation)
x. lighting
xi. other devices and items attached to the walls and ceiling.

2. The Contractor shall remove all existing interior wall panels and ceiling (except for the toilet area)
3. The U.S. Government estimates that approximately 50% of the wood wall framing will require replacement due to deterioration. The Contractor shall verify the exact amount of framing to be replaced after removal of the interior plywood wall panels.
4. The Contractor shall install insulation in the walls and ceiling as specified in Section VII. The type of insulation and installation method must be submitted to the COR for approval prior to installation.
5. The Contractor shall install new interior wall panels and ceiling panels. Reinstall the ceiling molding in accordance with the materials and methods specified in Section VII. Submit material details to the COR for approval before installation.
6. The Contractor shall provide and install a new wood door for the guard house, as specified in Section VII. Paint the door to match the existing color and ensure the installation is secure and weathertight.
7. The Contractor to create an opening on the CMU wall of the toilet for the new exhaust fan. The opening must be above the tiled area of the wall.
8. The Contractor shall do coring work for the penetration of the new telephone cable.
9. The Contractor shall reinstall windows, including the installation of pan flashing, as specified in Section VII. Ensure all installations are weathertight.
10. All materials and finishes used in the guard house must match those of the CMR.

C. Electrical

1. The Contractor shall remove the existing electrical panel, outlets, wiring, and ceiling lights, and provide them to the COR for disposal.
2. The Contractor shall install a new electrical panel, conduit, wiring, outlets, and ceiling lights in accordance with the attached drawings. All materials and installation methods must comply with the specifications detailed in Section VII.
3. The Contractor shall ensure that no part of the guard house is in direct contact with the tension wires supporting the nearby electrical pole. The Contractor must account for potential movement due to environmental factors or utility adjustments.
4. The Contractor shall coordinate with the local utility provider and relevant

authorities to ensure that any necessary modifications to the utility lines are made so that the lines do not come into contact with the guard house.

5. The Contractor shall provide new wiring for the new exhaust fan in the toilet. Must be wired to the light switch and must not be wired to operate continuously. Wiring shall be installed inside EMT conduits.

D. Telecommunications

1. The Contractor shall replace existing telephone port in the interior and reinstall telephone.
2. All telecommunication lines within the walls shall be put inside EMT conduits. Telecommunication lines / cables must be 2 inches away from electrical power cable runs.
3. Remove the existing telephone line and port on the guard house exterior. Cut the line at its connection to the garage wall.
4. Install new junction boxes on both the garage and guard house and install new conduits for the replacement telephone line. Run IMC conduit along the garage exterior, transitioning to below-grade PVC conduit with a coupler. Route PVC conduit around the water tank to the rear of the guard house.
5. Install a new telephone line and splice it to the original line at the garage wall connection.
6. Restore the affected wall surfaces.
7. *Install new conduits. Avoid installing conduits on path walks to avoid trip hazard.

E. Mechanical

1. The Contractor shall remove completely the existing 18,000 BTU split-type air conditioning system including all pipes and conduits. Coordinate with COR for handling.
2. The Contractor shall supply and install a new split-type air conditioning unit as specified in Section VII. The location for installation is indicated in the attached drawings. Installation must follow the manufacturer's recommendations.
3. All wall penetrations for the piping and conduits shall be provided with corrosion resistant sleeves and applied with sealant. Ensure installation is secure and weathertight.
4. Contractor to supply and install exhaust fan for toilet. Ensure installation is secure and weathertight.

F. Finishes

1. The Contractor shall properly prepare all interior and exterior surfaces prior to painting. Preparation includes removal of bubbled paint, dirt, debris, and any other contaminants to ensure a smooth, clean surface. This also includes repairs of dents, cracks, and other damage on the wall surface.
2. Paint specifications and color requirements are detailed in Section VII. The Contractor must submit actual paint samples on 200x200mm rigid square backing for approval.
3. The Contractor shall paint all interior surfaces, including walls, gypsum ceilings,

mouldings, and doors, with one coat of primer and two coats of paint.

4. The Contractor shall paint all exterior surfaces to match the existing paint scheme of the CMR, using one coat of primer and two coats of paint.

G. Roofing and Drainage

1. The Contractor shall remove the existing gutters and downspouts.
2. The Contractor must submit proposed gutter materials and product information to the COR for approval prior to purchase and installation. Contractor can reference the gutter specifications provided in Section VII.
3. The Contractor shall install new gutters in the locations defined in the attached drawings. Use all prescribed accessories provided or recommended by the manufacturer of the gutter.

H. Testing and Commissioning

1. The Contractor shall test and commission all utility systems and installed components in the guard house in the presence of the COR.
2. Following testing, the COR will provide a punchlist of any remaining items or deficiencies that must be addressed.
3. The Contractor shall complete all punchlist items to the satisfaction of the COR prior to final acceptance of the work.

VII. SPECIFICATIONS

A. Insulation

a. R-13 Low Density or Open Cell Spray Foam (Full fill) wall insulation
b. R-30 Kraft-faced Fiberglass Batts for ceiling insulation
c. Install insulation as per manufacturer's recommendations.

B. Interior Wall Panels

a. Material
b. Fiber Cement Board: 16mm thk non-combustible, moisture-resistant, and durable.
    i. ASTM C1186 – Standard Specification for Flat Fiber-Cement Sheets
    ii. Fire Building Code
    iii. Require manufacturer test reports and certifications.

C. Wood Door

a. Solid-core wood door attached to equally substantial wood door frame.
b. Solid wood core must be at least 1 ¾" thick.
c. Field verify the actual dimensions of the door opening.
d. ANSI grade 2 deadbolt locks or approved equivalent. Double cylinder locks are not allowed.
e. Door must have full mortise heavy-duty hinges with non-removable pins. Provide three (3) hinges.
f. Door must have no less than 1/8" and no more than 3/16" reveal on the latch side of the door to prevent prying.

g. Locks and latching devices must be operable from inside the structure without the use of a key or tool and be mounted on a height not exceeding 48" (1.22m) above the finished floor.
h. All door hardware and devices (except door closer) shall be satin stainless steel finish.
i. Doors must be fire-retardant treated in accordance to the requirements of NFPA 80.
j. Finish all surfaces of the door: all four edges, edges of cut-outs, and mortises. Match color and finish to existing door.

D. Window Flashing

a. Refer to "2025_Koror_CMR_Guard_House.pdf" for details of window flashing
b. Material of windowsill pan flashing and hardware options:
    i. Stainless steel 316 or 316L
    ii. Marine grade aluminum
    iii. Epoxy coating system for unfinished metals (as per MPI Division 5)
        1. Primer: Solvent-based, modified alkyd, fast drying, lead and chromate-free, anti-corrosive primer (MPI #76). Match color to topcoat.
        2. Intermediate coat: High performance architectural latex coating, semi-gloss (MPI #141). Match to topcoat.
        3. Topcoat: High performance architectural latex coating, semi-gloss (MPI #141). Match color to existing exterior wall.
c. Self-adhesive flashing for sides and top of window:
    i. Butyl-based or rubberized asphalt type.
d. Sealant type
    i. Silicone rubber base sealing compound that meets or exceeds the following specifications:
        1. U.S. Federal Specification TT-S-001543
        2. ASTM C920
        3. ASTM C1564

E. Paint

a. All colors must match existing unless otherwise specified.
b. Guard House Interior Cement Board walls and ceiling: Epoxy-modified latex system. (MPI INT 3.3D) or approved equivalent.
    i. Prime coat: Epoxy-modified latex, match topcoat.
    ii. Intermediate coat: Epoxy-modified latex, match topcoat.
    iii. Topcoat: Epoxy-modified latex, semi-gloss (MPI #215). Match color to existing.
c. Guard House Interior CMU walls (at toilet; above tiles): Epoxy-modified latex system (MPI INT 3.1G) or approved equivalent.
    i. Prime coat: Epoxy-modified latex, matching topcoat
    ii. Intermediate coat: Epoxy-modified latex, matching topcoat
    iii. Topcoat: Epoxy-modified latex, semi-gloss (MPI #215). Match color to existing.

d. Guard House Exterior Cement board walls: Epoxy System (MPI EXT 3.3E) or approved equivalent.
    i. Prime coat: Epoxy, matching topcoat
    ii. Intermediate coat: Epoxy, matching topcoat
    iii. Topcoat: Epoxy, gloss (MPI #77). Match color to existing.
e. Guard House Exterior CMU walls: Epoxy System (MPI EXT 4.2E) or approved equivalent.
    i. Block filler: Block filler, epoxy (MPI #116)
    ii. Intermediate: Epoxy, matching topcoat
    iii. Topcoat: Epoxy, gloss (MPI #77). Match color to paint for cement board exterior.
f. Entrance Doors: Pigmented Polyurethane System (MPI EXT 6.3H) or approved equivalent.
    i. Prime Coat: Polyurethane, two component, pigmented, gloss, matching topcoat.
    ii. Intermediate Coat: Polyurethane, two component, pigmented, gloss, matching topcoat.
    iii. Topcoat: Polyurethane, two component, pigmented, gloss (MPI #72). Match color to existing.
g. Toilet Door: Epoxy System (MPI INT 6.3L) or approved equivalent.
    i. Prime Coat: Epoxy, match color to topcoat
    ii. Intermediate Coat: Epoxy, match color to topcoat
    iii. Topcoat: Epoxy, gloss, match color to existing (MPI #77).
h. Counter: Pigmented Polyurethane System (MPI INT 6.1E) or approved equivalent.
    i. Prime Coat: Polyurethane, two component, pigmented, gloss, matching topcoat.
    ii. Intermediate Coat: Polyurethane, two component, pigmented, gloss, matching topcoat.
    iii. Topcoat: Polyurethane, two component, pigmented, gloss (MPI #72). Match color to existing.

F. Electrical Materials

a. All electrical installation work must be compliant to the provisions of the NFPA 70 “National Electrical Code.”
b. All equipment, devices, wiring, raceways, fittings, and associated appurtenances to be used must be listed or labeled as approved by one of these approval authorities:
    i. Underwriters’ Laboratory (UL)
    ii. Canadian Standards Association (CSA)
    iii. Curtis-Straus LLC
    iv. FM Approvals LLC (formerly Factory Mutual Research Corporation)
    v. Intertek Testing Services NA Inc.
    vi. MET Laboratories, Inc.
    vii. TUV SUD America, Inc.
    viii. Other qualified authorities subject to prior approval by OBO.

G. Electrical panel (type, compliance standards)

a. 2-phase 60 Amps 16-space 32-circuit Panelboard or approved equivalent. Verify requirements on actual.
b. Must fit or be near the dimensions of the existing panel board.
c. Panelboard enclosure: Flush-mounted cabinet (NEMA 250, Type 1) with hinged type cover mounted on concealed clamps. Manufacturer's standard enamel finish. Must have directory card properly labelled and install inside panelboard door after load balancing.
d. Branch Circuit Panelboards: Branch protective devices in panelboards shall be of the bolt-on type circuit breakers. Locate panelboards at the utility area nearest the center of the load. Panelboards shall have main circuit breakers. Where multiple section panelboards are required, each section shall have a main breaker. Size panels as noted above.
e. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
f. Doors: Front mounted; concealed hinges; secured with flush latch with tumbler lock; keyed alike.

H. Conduit:

a. 1" internal diameter hot-dipped galvanized electrical metal tubes. Must be compliant to ASTM A123/A123M. Hardware, fasteners, and other similar items must comply to ASTM A153/A153M.

I. Electrical Wiring

a. Cables must be suitable to the specific environmental conditions where it will be deployed and must be compliant to the National Electrical Code (NEC).
b. Identification must be by color coding as follows:
    i. Circuits 120 V to 250 V (120/208/240) identify the phases with the following colors:
        1. Line: Black, Red, Blue
        2. Neutral: White/Gray
        3. Ground: Green
    ii. Circuits over 250V (380/220, 400/230, 415/240, 480/277) V and above (under 1000V) identify the phases with the following colors:
        1. Line: Brown, Orange, Yellow
        2. Neutral: White/Gray
        3. Ground: Green
c. Note: Where a facility utilizes voltage combinations differing from 1. and 2. above, provide a separate color coding for differing voltage levels in accordance with NEC 210.5.C.1.

J. Outlets, switches, and ceiling lights (type, compliance standards)

a. All equipment, devices, wiring, raceways, fittings, and associated appurtenances to be used must be listed or labeled as approved by one of the approval authorities listed above.

b. Switches must be installed at 48” (1.22 meters) from finished floor line up to the center of the switch.
c. Outlets / Receptacles must be installed at 15” to 18” (0.38 to 0.46 meters) from finished floor line up to center of outlet / receptacle. Outlets / receptacles above the counter (if any) shall be installed at no more than 20” above the countertop surface.
d. Ceiling lights must be installed as per plan.

K. HVAC (Air Conditioning Unit)

a. At least 18,000 BTU Split-type air conditioning unit.
b. Parts of the air conditioning unit must have high resistance to corrosion.
    i. Equipment / parts exposed to outdoor environment must be / must have:
        1. Stainless steel 316 construction or approved equivalent anti-corrosion coating
        2. Use PPR or approved equivalent for pipework.
c. Standards, guidelines, and certification references:
    i. ASHRAE 15,34, & 62.1/62.2
    ii. ISO 5151
    iii. UL 60335-2-40
    iv. US Dept of Energy efficiency standards for AC
    v. Environmental regulations (EPA)
    vi. ETL/UL/CSA Certification (safety standards)
    vii. Guide for Resilient Energy Systems Design in Hot and Humid Climates (USACE 2022)
d. Contractor to provide at least two years’ worth of spare parts or regular consumables for the HVAC system.

L. Gutters

a. Vynadeep Gutter System or approved equivalent non-metal gutter system.

M. Exhaust Fan

a. Minimum 50 CFM through-the-wall exhaust fan.
b. Must be wired to the light switch so that the fan operates in conjunction with the light.
c. Must not be wired to operate continuously.

VIII. DELIVERABLES

1. **Coordination and Permitting**

    a. Coordinate with local utility providers to ensure proper handling, adjustment, and protection of the electrical pole tension wires during demolition and construction.

    b. Process and obtain all required local permits prior to commencement of work.

2. **Professional Construction Services**

a. Provide all labor, materials, equipment, and supervision necessary to complete the project as specified.

3. **Daily Reporting**

   a. Submit daily reports to the COR, including photographs and a summary of work completed each day.

4. **Submittals and Approvals**

   a. Submit detailed information on all proposed materials and equipment to the COR for review and written approval prior to purchasing or installation.

   b. Submit all required shop drawings, product data, and samples for review and approval by the COR.

5. **Work Schedule**

   a. Provide a comprehensive work schedule that accounts for local and U.S. holidays.

   b. Update the schedule as needed throughout the project and submit revisions to the COR.

6. **Post-Construction Documentation**

   a. Provide post-construction documentation, including as-built drawings, specifications of materials used, and a detailed report of the completed project.

   b. Submit warranty information for all installed systems and components.

IX. CONSTRUCTION REQUIREMENTS

a. The Contractor shall be responsible for all required materials (unless stated otherwise), equipment, and personnel to manage, administer, and supervise this project. All workmanship shall be of good quality and performed in a skillful manner as determined of OBO.

b. The Contractor shall have limited access to or be admitted into any building on the compound outside the areas designated for the project except with permission by the Embassy.

c. The Contractor will be permitted to use the area within the compound for operation of his construction equipment and temporary facilities. The Contractor is responsible for obtaining any additional off compound storage areas required.

d. Working hours in the Embassy are as follows: **Monday to Thursday - 7:30AM to 4:30PM; Friday - 7:30AM to 2:00PM excluding local holidays**. Weekend or after-hours work must be approved by the CO or COR and will not be justification for additional cost.

e. Work shall be completed by the Contractor within **150 working days** after the issuance of Notice to Proceed.

X. CONTRACT ADMINISTRATION

a. The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes, and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the contractor.

b. Neither the Embassy's review, approval, or acceptance of, nor payment for the services required under this contract, shall be considered to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

c. The CO or COR reserves the right to inspect and test all the services specified in the contract, as practicable, at any time and location during the contract term. The COR may conduct quality assurance inspections (QAI) to ensure the work aligns with the statement of work. If the CO determines that the work does not meet the stipulated requirements and specifications, the Contractor may be required to redo the services at no additional cost.

d. The CO may, at any time, by written order, make changes in the drawings and specifications of this contract and within the general scope thereof. If such changes cause any increase in the amount due under this contract, or in the time required for its performance, the Contractor, in writing, shall notify the CO and the COR. No changes in the scope of performance, or changes which result in a cost increase, shall be valid without the expressed written approval of the CO.

e. The CO has the right to terminate this contract of convenience at any time as a whole, or from time to time, if the CO determines it is in the interest of the Embassy.

f. The CO shall provide a written Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

XI. RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

b. The Contractor shall identify a Project Manager who shall be responsible for the overall management of this Contract. The Project Manager must speak English and be approved by the Embassy.

c. The Contractor shall visit the site to inspect and understand the existing conditions, verify work requirements, make all necessary measurements, and gather data necessary to determine all required work to complete the project. Time and date of the visit must be approved or designated by the COR.

d. The Contractor shall exercise caution when working around active telecommunications and other cables during both demolition and new installation activities. Adequate measures shall be taken to prevent damage to existing systems, ensure safety, and maintain operational integrity of all active cables.

e. The Contractor shall assume full responsibility for any damages, injuries, or environmental damage whether intentional or accidental, to any area involving contract personnel or equipment. The contractor is responsible to restore the damage to its original condition and/or personnel injuries at Contractor's expense.

f. The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Contracting Officer's Representative (COR). See Safety Requirements for further information.

g. The Contractor shall always keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the owner. Unsightly materials and debris including excess soil, garbage, leftover material and equipment should be removed as required.

h. The Contractor shall provide guarantee to the quality of their workmanship for the work completed under this statement of work for a period of one year from the date of acceptance.

i. Work shall commence as soon as the contractor's personnel have obtained their clearances after submitting requirements to the Security Office (RSO).

j. Liquidated damages of **400 USD** shall be assessed for each day, and the work remains incomplete beyond the work deadline.

XII. SAFETY REQUIREMENTS

a. The Contractor shall comply with U.S. OSHA (Occupational Safety and Health Administration) guidelines and local safety and health requirements and shall assume full responsibility and liability for compliance with all other applicable standards and regulations pertaining to accident prevention, life, health, and safety of personnel; as well as preventing damage to materials, supplies, properties, and equipment.

b. Prior to commencing the project, the contractor is required to review the work site and identify hazards that may occur while performing work.

c. Prior to starting a project, the contractor shall contact COR, to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead-based paint, and other hazardous materials.

d. The contractor is expected to provide a "competent person" to implement Site Health and Life Safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, can identify workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.

e. The Contractor is required to provide the proof of payment of local insurances of all employees that will be involved in the project. Likewise, the contractor is required to provide monthly payment documents of local insurance for the length of work.

f. The Contractor shall conduct a safety briefing before starting daily work.

f. Contractor personnel who have signs of drunkenness or who are under the influence of stimulants or hallucinogens will be denied entry to the work area.

g. The contractor shall ensure individuals working at the site are trained and aware of potential hazards. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

h. All workers will remove all chains, rings, watches and/or bracelets during the execution of work.

i. Smoking is prohibited at the work site and will use only designated area for smokers.

j. The Contractor shall work with the COR to ensure compliance with all safety requirements outlined in this document, as well as those mandated by local and U.S. regulations. If the COR identifies any unsafe acts or conditions that could negatively impact the health and safety of Embassy personnel, contractors, subcontractors, third parties, or government property, the work may be suspended until the issue is resolved. Additionally, if new work conditions arise during the project, the COR may impose further safety requirements in writing to the Contractor.

k. 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. The COR may share

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

l. The Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.

m. The contractor shall ensure proper safety, health and environmental requirements of EM 385-1-1 applicable to their project are followed.

n. The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractors shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

o. The Contractor will hold the Government and its agents harmless for any action, errors, or omission on his part, his employees, workers, or his subcontractors that result in illness, injury, or death.

p. The Contractor shall be responsible for all injuries to his employees/workers.

q. The Contractor must place provisional barricades and warning signs to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities, to avoid accidents to third parties. These barricades, signs, fencing, traffic cones, caution tape, and other temporary safety items shall be erected and maintained for the duration of the Contract and must comply with international and local codes and regulations.

r. The Contractor and all their personnel are required to use personal protective equipment (PPE). The Contractor is required to inspect and maintain spare PPE in case of damage, deterioration, or loss of the equipment. The PPE must meet the technical specifications required by international and local standards and regulations.

s. All tools, equipment, and machinery that will be used in the execution of the project must be inspected by a competent person before starting the project. COR and Safety representatives of the US Embassy may inspect equipment, tools, and machinery of the contractor at any time and may request to change it if deemed necessary.

t. 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.

u. 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.

- Scaffolding.
- Work at heights above 1.8 meters.
- Trenching or other excavation greater than one (1) meter in depth.
- Earth-moving equipment and other large vehicles.
- Cranes and rigging.
- Welding or cutting and other hot work.
- Partial or total demolition of a structure.
- 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.
- 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.).
- 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.
- Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

v. 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.

- https://www.usace.army.mil/Missions/Safety-and-Occupational-Health/Safety-and-Health-Requirements-Manual/

w. 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.

x. Subcontracts. The contractor shall insert this clause, including this paragraph I, with appropriate changes in the designation of the parties, in subcontracts.

y. 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.

- The SSHP shall be submitted at least 20 working days prior to commencing any activity at the site.

- 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.

- 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 STATEMENT OF WORK -