TABLE OF CONTENTS

SF-1442 COVER SHEET

A. PRICING

B. STATEMENT OF WORK

C. PACKAGING AND MARKING

D. INSPECTION AND ACCEPTANCE

E. DELIVERIES AND PERFORMANCE

F. CONTRACT ADMINISTRATION DATA

G. SPECIAL TERMS AND CONDITIONS

H. CLAUSES

I. LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHEMENT
Attachment 1	Sample Bank Letter of Guaranty
Attachment 2	Breakdown of Proposal Price by Divisions of Specifications
Attachment 3	Description/Specifications/Statement of Work
Attachment 4	Supporting Photos, Drawings, and Details
Attachment 5	Quantity Survey
Attachment 6	Payment Registration Form Pesos
Attachment 7	Safety Management Plan
Attachment 8	Guide NCAGE and SAM Registration
Attachment 9	ILMS Vendor Portal

J. INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

K. EVALUATION CRITERIA

L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

SECTION A – PRICING

A.1 CONTRACT PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, administration, management, transportation, regular equipment, safety equipment, all insurances, overhead, profit, and any other cost required to provide the services as per description and specifications in Attachment 3, Description/Specifications/Statement of Work.

This contract is in *[Insert Currency]*.

Price per Materials	Price per Labor	Totals
$	$	Sub-Total
$	$	16% Value Added Tax (if applicable)
$	$	Grand Total Price

A.1.1 Value Added Tax (I.V.A./V.A.T.)

A.1.1.1 U.S. Firms

Value Added Tax (VAT) is not applicable to U.S. firms; therefore, it shall not be included in U.S. firms' rates or Invoices.

A.1.1.2 Local Companies

Value Added Tax (VAT) for offers submitted by local companies, either in U.S. Dollars or in Pesos, Mexican currency, is not included in line-item rates. Instead, it will be priced as a separate amount in the contract and on the Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

Current Value Added Tax for Mexico City is 16%.

A.1.2 Local Taxes and Social Security

The Contractor is sole responsible for paying all taxes obligations, social security and other taxes and amounts required by law. The Contractor is also sole responsible for paying vacation days, sick days, holidays, compensation insurance, public liability insurance, and any other benefits required by law for the Contractor and employees, and all other benefits promised to the employees by the Contractor, if any.

A.1.3 Workers' Compensation Insurance

The cost of Workers' Compensation Insurance (Defense Base Act) (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

A.1.4 Currency

A.1.4.1 Prices and Payment in U.S. Dollars

U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offer in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States and its Territories. Local companies are eligible to be paid in U.S. dollars provided that such company has a bank account in U.S. dollars at a Local Bank.

A.1.4.2 Prices and Payment in Pesos, Mexican currency

Any firm that is not a U.S. firm is a foreign firm. Any local or foreign firm that does not meet the definition of a U.S. firm shall submit its prices and receive payment in local currency unless the foreign or local firm has a U.S. dollar bank account in Mexico.

A.2 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency stated in this Section A and the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

SECTION B – STATEMENT OF WORK

B.1 CHARACTER AND SCOPE OF WORK

The United States Government (USG) requires the services of a contractor to deliver a finished product, performing all necessary work and diligence with the authorities having jurisdiction, for the re-pavement of Casa de la Moneda Street, located in the Miguel Hidalgo. The pavement along Casa de la Moneda is significantly deteriorated due to age, heavy load traffic during NEC construction, inadequate drainage, and repeated patching after utilities installation. The current road condition has led to safety hazards, vehicle damage complaints. This project proposes a full pavement reconstruction to restore structural integrity, improve driving conditions, and extend the service life of the roadway. The character and scope of the work are set forth in Attachment 3, Description/Specifications/Statement of Work. The Contractor shall furnish and install all materials required by this contract.

B.2 DRAWINGS

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.

B.3 TECHNICAL REQUIREMENTS/SPECIFIC REQUIREMENTS

(a) The contractor must perform daily cleaning of the work area.

(b) The contractor shall provide all labor, equipment, and materials to complete the project and shall ensure that it has adequate resources to successfully manage and deliver this project on time and within the quoted amount.

(c) The contractor will use all the necessary precautions in order to maintain the safety in the workplace.

(d) The contractor must follow and meet U.S. and local construction codes and procedures as well as OSHA Safety Standards & OSHA Regulations, which are available at www.osha.gov.

(1) International Building Code,

(2) International Fire Code (IFC),

(3) International Mechanical Code (IMC),

(4) National Electrical Code (NEC) and

(5) All other applicable Local Codes. Codebooks are available online, in bookstores and/or in libraries.

SECTION C – PACKAGING AND MARKING

C.1 MATERIALS DELIVERY

All materials shall be delivered by the Contractor to the site on the dates and times stated by the Contracting Officer Representative (COR).

SECTION D – INSPECTION AND ACCEPTANCE

D.1 INSPECTION REPORTS

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.1.1 Weekly Progress Reports

The Contractor shall submit weekly work progress reports to the COR with photographs documenting all work activities. Each report shall provide a comprehensive account of project status and include the following elements:

(a) **Work Performed and Schedule Compliance** - A detailed description of all work completed during the reporting period, comparing actual progress achieved against the planned schedule to identify any delays or deviations from the timeline.

(b) **Inspection Observations** – A summary of all inspections conducted, including findings, observations, and any issues identified during site visits or quality control reviews.

(c) **Problems and Resolutions** – Documentation of any difficulties, irregularities, or obstacles encountered during the work, along with the specific actions taken to resolve these issues and prevent recurrence.

(d) **Corrective Measures** – Description of measures implemented to improve work conditions, enhance quality, or address deficiencies identified in previous reports or inspections.

(e) **Recommendations** – Professional recommendations for improving project execution, addressing potential risks, or optimizing work processes.

(f) **Upcoming Activities** – A detailed forecast of all activities, tasks, and milestones planned for the upcoming week, enabling the COR to anticipate resource needs and coordinate with Embassy staff.

The Contractor shall promptly correct all shortcomings, deficiencies, and substandard conditions noted in the progress reports or identified during inspections at no additional cost to the Government.

D.2 SUBSTANTIAL COMPLETION

D.2.1 Definitions

(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:

(b) Do not interfere with the intended occupancy or utilization of the work, and

(c) Can be completed or corrected within the time period required for final completion.

(d) 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.

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.3 FINAL COMPLETION AND ACCEPTANCE

D.3.1 Final Completion and Acceptance

"*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.3.2 Date of Final Completion and Acceptance

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.3.3 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.3.4 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:

(a) Satisfactory completion of all required tests,

(b) 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

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

SECTION E – DELIVERIES OR PERFORMANCE

E.1 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 within **five (5) months** after the Notice to Proceed is issued. The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

E.2 LIQUIDATED DAMAGES

E.2.1 52.211-12 Liquidated Damages - Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of $100.00 U.S. Dollars) for each 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.

E.2.2 ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

E.3 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 "two (2) 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.

E.4 PROSECUTION OF WORK

The Contractor shall follow the specifications in this Statement of Work (SOW) and all Attachments, including drawings and dimensions. All materials must be high quality, low maintenance, and USG approved. The Contractor shall follow best practices for all work. The Contractor shall perform all necessary preparation work, including installing temporary partitions to isolate the work area, removing all debris, and permanently disposing of all resulting materials from the site. The Contractor shall coordinate all work with Embassy staff as required.

E.4.1 Working Hours

All work shall be performed, avoiding disturbance of daily consular operations, working hours from 15:00 to 23:00, Monday through Friday, and Saturdays from 9:00 to 17:00. The Contractor may request to work on Sunday, or holidays, or during other hours, subject to approval by the Contracting Officer's Representative (COR). The Contractor shall provide 24 hours advance notice to the COR for any deviation from the standard working hours. Changes in work hours initiated by the Contractor will not be a cause for a price increase.

Workers and supervisors shall comply with the established working hours. There will be a (30) thirty-minute tolerance; any person arriving later shall not be allowed to enter the work site.

E.4.2 Work Completion Schedule

As design-built service contract for the re-pavement of Casa de la Moneda Street, the deliveries listed are indicative and in logical sequence for this project. We do not expect technical review or approval of the information; it will only be used for validation to ensure the correct execution of the work and the correct delivery of the final product.

Once it is awarded the contractor shall submit a project schedule as due date of this project to be four (4) months from Notice to Proceed inclusive of deliverables.

E.4.3 Deviation of Working Hours

Additional hours or days may be approved by the OBO Manager in coordination with the COR, depending on the feasibility of Chancery regular operations. However, the Contractor shall base the quote and schedule on the hours described in Section E.4.1. Approved changes in working hours will not be a cause for a price increase. Requests for changes or additions to hours or days shall be submitted one week in advance with justification for approval.

E.4.4 Final Inspection and Punch List

Once the Contractor believes work to be substantially completed, the Contractor shall request a formal inspection by the COR. The COR will develop a punch list of items that the Contractor must complete or repair as part of the contract prior to the Contracting Officer's written determination of substantial completion.

E.4.5 Holidays

The following are the U.S. and Mexican Holidays observed by the U.S. Embassy Mexico City. The observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

E.4.5.1 U. S. Holidays:

- New Year's Day (January 1st) **
- Martin Luther King's Birthday (3rd Monday in January)
- Presidents Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (4th of July) **
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)

- Veterans Day (November 11) **
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25) **
- Any other day designated by Federal law, Executive Order or Presidential Proclamation.

** When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed.

E.4.5.2 Mexican Holidays

- Anniversary of Mexican Constitution (1st Monday in February)
- Benito Juarez's Birthday (3rd Monday in March)
- Holy Thursday (varies)
- Good Friday (varies)
- Mexican Labor Day (May 1)
- Anniversary of the Battle of Puebla (May 5)
- Mother's Day (May 10)
- Mexican Independence Day (September 16)
- All Soul's Day (November 2)
- Anniversary of Mexican Revolution (3rd Monday in November)

E.4.6 Overtime

If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

E.5 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.

E.6 EXCUSABLE DELAYS

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

(1) Acts of God or of the public enemy,

(2) Acts of the United States Government in either its sovereign or contractual capacity,

(3) Acts of the government of the host country in its sovereign capacity,

(4) Acts of another contractor in the performance of a contract with the Government,

(5) Fires,

(6) Floods,

(7) Epidemics,

(8) Quarantine restrictions,

(9) Strikes,

(10) Freight embargoes,

(11) Delays in delivery of Government furnished equipment, and

(12) Unusually severe weather.

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

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

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

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

E.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall 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. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

E.8 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held ten (10) calendar days after contract award at the location stated by the Contracting Officer Representative. This conference will be held to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See Section I, FAR 52.236-26, Pre-Construction Conference.

E.9 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
D.1. Inspection Reports	1	On a weekly basis as per agreement with the COR	COR
D.2. Request for Substantial Completion	1	5 days before inspection	COR
D.3.4. Request for Final Acceptance	1	5 days before inspection	COR
E.3. Construction Schedule	1	2 days after award	COR
E.3.(c) Updates to Construction Schedule	1	On a weekly basis as per agreement with the COR	COR
E.4.3. Deviation of Working Hours	1	No later than 24 hours in advance of need	COR
E.8. Pre-Construction Conference	1	10 days after award	CO / COR
E.9. Notice of Delay	1	1 business day after event	CO
G.1.2. Performance/Payment Protection	1	10 days after award	CO
G.10.2. Safety Plan (Attachment 7)	1	With Proposal and updated as required	CO / COR

Description	Quantity	Delivery Date	Deliver To:
G.14.2. Differing Site Condition	1	1 business day after occurrence	CO
G.2.4. Evidence of Insurance	1	10 days after award	CO
G.3.2. Payment Request	1	Upon Inspection and Acceptance	COR/FMC Vendor Portal
G.4.4. As-built Drawings and Warranties	1	After final completion but before final acceptance	COR
G.6.6. Biographic Data on Personnel	1	5 days after award	COR
G.7.2 Submittal Register	1	5 days after award	COR
G.8.3.2. Quality Assurance Plan	1	With Proposal and updated as required	CO / COR

SECTION F – CONTRACT ADMINISTRATION DATA

F.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

F.2 MONITORING OF THE CONTRACTOR

F.2.1 652.242-70 Contracting Officer's Representative (COR) (Aug1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by 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 Fernando Paiderna - Residential Project Manager/Inspector

F.2.2 DUTIES

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

F.3 PAYMENT

F.3.1 GENERAL

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.

F.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to:

The Quantity Survey included in Attachment 5 will serve as a basis to calculate the prorated portion to be paid.

F.3.3 EVALUATION BY THE CONTRACTING OFFICER

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.

F.3.4 INVOICING

The Accounts Payable section of the U.S. Embassy has a paperless Voucher processing system known as ILMS VENDOR PORTAL. Please follow the guidelines stated in Attachment 9, to submit a payment request through the VENDOR PORTAL. Paper or emailed invoices are no longer accepted.

Please include the following documents:

(a) Original PDF electronic invoice (no scanned copies).

(b) Banking form information (for new vendors, completed and signed).

(c) COR’s Name

F.3.4.1 Invoice Requirements

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905, as well as the following minimum requirements:

(a) Electronic Invoice;

(b) Contractor’s name and complete legal address;

(c) Contractor’s Tax ID (RFC) and SAM Unique Entity ID

(d) Date issued;

(e) Issue Invoice as follows:

(f) Embajada de los Estados Unidos de América

Paseo de la Reforma No. 305,

Colonia Cuauhtémoc,

Mexico, D. F., C.P. 06500;

RFC: EEU 930201 289

(g) Period of performance being charged;

(h) Contract number;

(i) A summary of each service provided as stated in the Task Order. It should include the cost breakdown of each line item.

(j) Broken-down VAT (IVA) (if applicable);

(k) Amounts shall be in numbers and spelled out;

(l) Prompt payment discount, if any.

If an invoice does not contain the above information, the United States Government reserves the right to reject the invoice as improper and return it to the Contractor within seven (7) calendars days. The Contractor must then submit a proper invoice.

F.3.5 Value Added Tax (VAT-IVA)

Local contractors shall identify Value Added Tax (VAT) as a separate line item in their Invoices.

F.4 PAYMENT DUE PERIOD

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.

F.5 PAYMENTS TO SUBCONTRACTORS

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

F.6 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

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

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

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

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

(e) This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

SECTION G – SPECIAL TERMS AND CONDITIONS

G.1 PERFORMANCE/PAYMENT PROTECTION

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 50% of the contract price, or (2) comparable alternate performance security (irrevocable letter of credit) approved by the Government such as letter of credit/guaranty shown in Section I.

G.1.1 Submission Requirements

The Contractor shall provide the required bonds or alternate security within ten (10) calendar days after contract award. Failure to timely submit (1) the required bonds or other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, 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 contract.

G.1.2 Coverage

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract. The security shall also guarantee 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 Duration of Coverage

The required performance and payment 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 only shall be reduced to 10% of the contract price. The performance 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. The requirement for payment security terminates at final acceptance.

G.1.4 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes

inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

G.2 INSURANCE

G.2.1 Amount of 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.2.2 General Liability

It 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	$ 25,000.00 U. S. Dollars
Cumulative	$ 300,000.00 U. S. Dollars
(2) Property Damage, On or Off the Site, in U.S. Dollars	
Per Occurrence	$ 25,000.00 U. S. Dollars
Cumulative	$ 300,000.00 U. S. Dollars

G.2.3 Minimum Insurance Coverage

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.2.4 Submission of Evidence of Insurance

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

G.2.5 Indemnification and Hold Harmless

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 an 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.2.6 Materials and Equipment Insurance

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

G.2.7 Government as Additional Insured

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

G.2.8 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

G.3 DEFINITIONS

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

(a) “Contract Drawings or Drawings,” where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.

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

(c) “Host Country” means the country in which the project is located.

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

(e) “Notice to Proceed” means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.

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

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

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

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

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

(k) "Work" means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

G.4 OWNERSHIP AND USE OF DOCUMENTS

G.4.1 Ownership of Contract Documents

All specifications, drawings, copies thereof, and models are the property of the Government. The Contractor shall not use or allow others to use these documents on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

G.4.2 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 the Contractor makes objection within twenty (20) days, their issuance shall not provide for any claim for an increase in the contract price or an extension of contract time.

G.4.3 Record Documents

The Contractor shall maintain at the project site:

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

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

G.4.4 "As-Built" Documents

After final completion of the work, but before final acceptance, the Contractor shall provide:

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

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

G.5 LAWS AND REGULATIONS

G.5.1 Governing Law

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

G.5.2 Compliance Required

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.5.3 Labor, Health, and Safety Laws

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.5.4 Subcontractor Compliance

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.5.5 Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

G.6 CONSTRUCTION PERSONNEL

G.6.1 Supervision and Personnel Qualifications

All personnel assigned by the Contractor for the performance of the respective services shall be supervised by the Contractor. The Contractor shall provide skilled and qualified personnel to develop any type of the project requirement, including personnel, managers, supervisors, workers, and technicians.

G.6.2 Employment Relationship

There shall be no employer-employee relationship between the U.S. Government and the Contractor's personnel.

G.6.3 Use of Subcontractors

Subcontractors may only be employed with the express written consent of the Contracting Officer's Representative (COR).

G.6.4 Discipline and Removal of 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.6.5 Labor Disputes

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

G.6.6 Personnel Security Screening

After award of the contract, the Contractor shall have five (5) 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 at least two weeks to perform. For each individual, the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification Number

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

G.6.7 English-Speaking Supervisor

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

G.7 MATERIALS AND EQUIPMENT

G.7.1 Quality Standards

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.7.2 Selection and Approval of Materials

Where the contract permits the Contractor to select products, materials, or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material, or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review, the Contractor shall provide a submittal register five (5) calendar days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials, or equipment without the required approval shall be at the risk of subsequent rejection.

G.7.3 Custody of Materials

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

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

G.7.4 Basis of Contract Price

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

G.7.5 Substitutions

G.7.5.1 Prior Approval Required

The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

G.7.5.2 Approval Through Shop Drawings

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

G.7.5.3 Final Approval on Delivery

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

G.7.6 "Or-Equal" Clause

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

named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

G.7.7 Use and Testing of Samples

"Samples" include materials and equipment.

G.7.7.1 Use of Samples

The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

G.7.7.2 Failure of Samples

If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.

G.7.7.3 Taking and Testing of Samples

Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the contract price as determined by the Contracting Officer.

G.7.7.4 Cost of Additional Testing

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

G.7.8 Surplus Materials

Unless otherwise specified, any surplus materials, fixtures, articles, or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

G.8 RESPONSIBILITY OF CONTRACTOR

G.8.1 Damage to Persons or Property

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

G.8.2 Responsibility for Work Performed

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

G.8.3 Quality Assurance

G.8.3.1 Management and Quality Control Responsibility

The Contractor, not the Government, is responsible for management and quality control to meet the terms of the Statement of Work. The role of the Government is to conduct quality assurance to ensure that standards in the Statement of Work are achieved.

G.8.3.2 Quality Assurance Plan

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include:

(a) Development and maintenance of checklists of duties to be carried out,

(b) Procedures ensuring these duties are closely monitored by the foremen staff and skilled workers, and

(c) Performance of inspections at all work locations to determine whether the various services are being performed according to the requirements in the Statement of Work.

G.8.3.3 Corrective Action

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

G.9 CONSTRUCTION OPERATIONS

G.9.1 Operations and Storage Areas

G.9.1.1 Confinement to Authorized Areas

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

G.9.1.2 Vehicular Access

The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

G.9.2 Use of Premises

G.9.2.1 Occupied Premises

If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

G.9.2.2 Requests from Occupants

The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

G.9.2.3 Access Limited

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

G.10 SAFETY

G.10.1.1 Safety Standards and Codes

The Contractor must follow and meet U.S. and local construction codes and procedures as well as OSHA Safety Standards and OSHA Regulations, which are available at www.osha.gov. The Contractor must also meet the applicable technical criteria codes for the most recent codes including:

I. International Building Code,

II. International Fire Code (IFC),

III. International Mechanical Code (IMC),

IV. National Electrical Code (NEC) and

All other applicable Local Codes. Codebooks are available online, in bookstores and/or in libraries. Code books are available online, in bookstores, and/or in libraries.

G.10.2 Safety Plan

The Contractor's Project Manager or Project Supervisor shall keep on site the Safety Plan approved by the Post Occupational Safety and Health Officer (POSHO) which was submitted as part of the Contractor's proposal. Any deviation from the requirements stated in the Safety Plan can result in a termination for cause of this contract.

G.11 SUBCONTRACTORS AND SUPPLIERS

G.11.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men, and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

G.11.2 Approval of Subcontractors

G.11.2.1 Review and Approval

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

G.11.2.2 Rejection of Subcontractors

The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

G.12 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

G.12.1 Shipment and Customs Clearance

G.12.1.1 Costs to be Borne by Contractor

The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place of origin to the

construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

G.12.1.2 Duty-Free Clearance

The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty-free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which:

(a) Are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,

(b) Are imposed on the Contractor's tools, construction equipment, and machinery imported for use on the project, or

(c) Are otherwise ineligible for duty-free entry.

The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

G.12.1.3 Customs Clearance Responsibility

The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials, and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment, or machinery, nor for obtaining visas, entry, or work permits for the Contractor's personnel.

G.13 SPECIAL WARRANTIES

G.13.1 Special Warranty Obligations

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

G.13.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information required in order 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.14 EQUITABLE ADJUSTMENTS

G.14.1 Basis for 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. The Contractor shall give the Contracting Officer 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.

G.14.2 Differing Site Condition Notice

The Contractor shall provide written notice of a differing site condition within one (1) business day of occurrence following FAR 52.236-2, Differing Site Conditions.

G.14.2.1 Documentation of Proposals for Equitable Adjustments

G.14.2.2 Itemization of Proposals and Requests

The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer. The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

G.14.2.3 Proposed Time Adjustments

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

G.14.2.4 Release by Contractor

The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all

liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

G.15 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

G.16 ZONING APPROVALS AND BUILDING PERMITS

The Government is responsible for:

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

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

(c) Paying fees due for the foregoing, and

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

SECTION H – CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 CLAUSES ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (NOV 2021)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APR 2026)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (APR 2026)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2026) ALTERNATE I
52.215-2	AUDIT AND RECORDS-NEGOTIATION (APR 2026)
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (APR 2026)
52.216-7	ALLOWABLE COST AND PAYMENT (APR 2026)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 2026)

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2026)

52.225-5 TRADE AGREEMENTS (NOV 2023)

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

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

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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 (APR 2026)

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)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 2026)

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

52.232-25 PROMPT PAYMENT (JAN 2017)

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

52.232-32 PERFORMANCE–BASED PAYMENTS (APR 2012)

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

52.233-1 DISPUTES (APR 2026) ALTERNATE I (APR 2026)

52.233-3 PROTEST AFTER AWARD (APR 2026)

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

52.236-2 DIFFERING SITE CONDITIONS (APR 2026)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 2026)

52.236-5 MATERIAL AND WORKMANSHIP (APR 2026)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 2026)

52.236-7 PERMITS AND RESPONSIBILITIES (APR 2026)

52.236-8 OTHER CONTRACTS (APR 2026)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 2026)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 2026)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 2026)

52.236-12 CLEANING UP (APR 2026)

52.236-13 ACCIDENT PREVENTION (APR 2026)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 2026)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 2026)

52.236-16 QUANTITY SURVEYS (APR 2026)

52.236-17 LAYOUT OF WORK (APR 2026)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 2026)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (APR 2026)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (APR 2026)

52.242-13 BANKRUPTCY (JULY 1995)

52.242-14 SUSPENSION OF WORK (APR 1084)

52.243-4 CHANGES (APR 2026)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 2026)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

52.245-9 USE & CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 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) ALTERNATE I (SEPT 1996)

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

52.249-14 EXCUSABLE DELAYS (APR 1984)

H.2 CLAUSES INCORPORATED IN FULL TEXT

The following federal acquisition clauses (far) are set forth in full text:

H.2.1 52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (NONCOMMERCIAL) (APR 2026)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

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

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

(b) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

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

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

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

(End of clause)

H.3 DEPARTMENT OF STATE REGULATIONS (DOSAR)

The following Department of State Acquisition Regulations (DOSAR) are set forth in full text:

H.3.1 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 e-mail.

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

(a) 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");

(b) Clearly identify themselves and their contractor affiliation in meetings;

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

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

H.3.2 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(a) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm*.

(End of clause)

H.3.3 652.215-70 Examination of Records

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

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

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

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

(End of clause)

H.3.4 652.225-7 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, AS AMENDED (AUG 1999)

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

(b)

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

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

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

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

known or believed to be restricted from having any business relationship with or in Israel;

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

(End of clause)

H.3.5 652.229-71 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)

H.3.6 652.236-70 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) of this clause), 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 part 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) 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)

H.3.7 652.242-73 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)

H.3.8 652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION I – LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHEMENT
Attachment 1	Sample Bank Letter of Guaranty
Attachment 2	Breakdown of Proposal Price by Divisions of Specifications
Attachment 3	Description/Specifications/Statement of Work
Attachment 4	Supporting Photos, Drawings, and color Details
Attachment 5	Quantity Survey
Attachment 6	Payment Registration Form Pesos
Attachment 7	Safety Management Plan
Attachment 8	Guide NCAGE and SAM Registration
Attachment 9	ILMS Vendor Portal

I.1 ATTACHMENT 1 – SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]
Contracting Officer
U.S. Embassy, Mexico City
[Mailing Address]
Letter of Guaranty No. _____
SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of **[*Insert amount equal to 40% 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 **[*Insert contract number*]** for **[*Insert Service*]** at **Mexico City** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[*Insert name of contractor*]** of **[*Insert address of contractor*]** on **[*Insert 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.

I.2 **ATTACHMENT 2 – BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

UNITED STATES DEPARTMENT OF STATE

(1) Division/Description	(2) Labor	(3) Materials	(4) Overhead	(5) Profit	(6) Total
1. General Requirements/ Mobilization					
2. Site Work					
3. Asphaltic 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:					

Currency: _____

VALUE ADDED TAX (IVA)	
TOTAL QUOTATION PRICE:	

Alternates (list separately; do not total):

_____

Offeror _____ Date _____

I.3 ATTACHMENT 3 – STATEMENT OF WORK

STATEMENT OF WORK

(SOW Casa de la Moneda Repaving)

FOR CONTRACTOR SERVICES

Project Title: NEC Repaving Casa de la Moneda Street.

Address: Calle Casa de la Moneda, in between Av. Legaria and Presa Falcon, colonia irrigation Miguel Hidalgo CDMX, north street of the New US Embassy.

RFQ No. 19MX5326Q0038 for NEC Repaving Casa de la Moneda Street

I.3.1 Introduction/background:

Moneda Street originated as an easement serving the former Colgate-Palmolive chemical plant before closing to local vehicular traffic and public access concurrent with the commencement in 2017 of the NEC Construction. During construction, the roadway has experienced significant trenching operations in support of the substantial underground service requirements of the NEC. The pavement along Casa de la Moneda is significantly deteriorated due to age, heavy load traffic during NEC construction, inadequate drainage, and repeated patching following utilities installation. The current road condition has led to safety hazards and vehicle damage complaints. This project proposes a full pavement reconstruction that addresses cited issues while restoring structural integrity, improving driving conditions, and extending the service life of the roadway.

I.3.2 Technical Requirements/Tasks

The awarded contractor will perform all necessary work to provide a Firm-Fixed Price Design-Build paving solution for the road section indicated below:

I.3.2.1 *Once the contract is awarded 5 months to complete (to start preliminary studies and design early July 2026, mobilize and begin construction late September 2026 and completion in December 2026).*

I.3.2.2 *Location: Calle Casa de la Moneda, in between Av. Legaria and Presa Falcon, colonia irrigation Miguel Hidalgo CDMX, north street of the New US Embassy.*

I.3.2.3 *DELIVERABLES: All deliverables are subject to technical review*

1. Underground and Soil Studies and Report

a. Soil Sampling and Classification

b. Soil Studies Report

c. Soil non-destructive deformation testing

d. Submit proposals for design and construction improvement.

2. Topographical Surveys Report,

a. Drawing including existing edges, limits of sidewalk, curbs, property boundaries, and "street furniture" like light poles and traffic signals,

b. Drawing indicating deep and location of underground utilities Utility Surveys (such as water, sanitation, electricity, and drainage) to avoid damage during construction.

c. Final drawing indication new surface elevations and runoffs including existing utilities and new elevations

3. Design Package

a. Design (Drawings),

b. Demolition package

c. Subgrade remediation plan

d. Base and subbase elevation plan

e. Final elevation plan

f. Improvements for the undergrade material and protection of existing utility lines.

g. Design mix for under-base and base material.

h. Pavement composition – Asphaltic Concrete-, as understanding, as a mixture of bitumen liquid asphalt cement, a viscous form of petroleum mainly used as a binder with coarse and fine aggregates, used as a road surface.

i. Coordination drawing with runoff utilities elevations.

j. Perimetral curbs elevations.

k. Sidewalk design.

l. Road signage (paint) on road markings, signage, curbs, and accessibility features and 2 rubber/plastic speed bump.

4. Construction Package

a. Providing a Company Safety Plan

b. Mobilization plan

c. Contact meeting with authorities

d. Construction Permit or non-objection on behalf of Alcaldia

e. Site Utilization Plan that addresses:

I. Temporary construction fence plan

II. Access pathways

III. Equipment storage

IV. Traffic Control

V. Parking

VI. laydown areas

VII. Materials Stockpile

VIII. Loading and hauling areas

f. Phased Construction Schedule

I. Demolition

II. Excavation

III. Fill

IV. Pavement

V. Painting and signage

VI. Quality

g. Coordinate with utility vendors, tenants, and authorities (meetings or letters)

h. Continuous pedestrian access to Embassy Consular Entrance

i. Quality control plan.

j. Demobilization Schedule

I. Removal of construction fence

II. Final cleaning

OBO – Mexico City will serve as the contact between the Embassy and the contractor. Contractors shall provide 24 Hrs. advance notice of area closures.

I.3.3 Applicable standards

The following is listed by way of example and not limitation; therefore, recognized and generally accepted engineering best practices must be adhered to regarding design, quality, safety, and construction.

I.3.3.1 AASHTO Guide for Design of Pavement Structures and the Manual on Uniform Traffic Control Devices (MUTCD)

I.3.3.2 Existing and applicable "Normas Oficiales Mexicanas (NOM)" such as:

a. NOM-004-SEDATU-2023

b. NOM-034-SCT2/SEDATU-2022 (Signage)

c. NOM-086-SCT2-2023 (safety Construction zones)

d. NOM-037-SCT2-2020 (safety barriers)

I.3.3.3 Technical criteria of "SICT"

a. "Normas para la Construcción e Instalaciones:

b. "Manual de Proyecto Geométrico de Carreteras" edition of 2018.

c. NOM-031-STPS-2011: Safety Construction criteria

I.3.4 Deliverables/Schedules

As design-built service contract for the re-pavement of Casa de la Moneda Street, the deliveries listed are indicative and in logical sequence for this project. We do not expect technical review or approval of the information; it will only be used for validation to ensure the correct execution of the work and the correct delivery of the final product.

Once it is awarded the contractor shall submit a project schedule as due date of this project to be four (4) months from Notice to Proceed inclusive of deliverables.

I.3.4.1 Performance Standard & Progress Payments

The contractor shall submit their proposal indicating both a total cost and a cost breakdown for each activity or performance phase (as listed in Section III). In this manner, compensation will be disbursed to the contractor as work progresses and performance validated. The breakdown will govern the pace of payment as work is performed. Front loading the pay scheme is prohibited. Cost loading is subject to review.

I.3.4.2 Monitoring the project's quality.

For each of the different phases of the project, compliance with the Generally Accepted Quality Standards applied in the different stages will be verified, and will be requested by the Contracting Official, in an illustrative and non-limiting manner, for the preliminary studies and design stage, it is expected that each of the reports and drawings will be accompanied by the signature of an accredited and qualified professional in the subject.

During the construction phase, it is expected that there will be a Quality Control Laboratory for the construction materials and that it will have a detailed record of the field tests and samples, according to the applicable standard, as well as a professional who is reviewing the correct execution of the work as indicated in the design. The information and progress will always be available and upon request of the contracting official.

Soil Compaction to applicable design standards will be intensely monitored by the Owner in real time.

I.3.4.3 Contractual Remedy.

To ensure the project's success, safety and the critical factor—the construction schedule—will be given due consideration; consequently, one of the key evaluation criteria, alongside the budget, is the duration of the work.

Accordingly, once the contract has been awarded, compliance with the construction schedule will be monitored to ensure that activities are carried out exactly as planned, thereby meeting the scheduled delivery date.

I.3.4.4 Security and Safety Requirements

Safety of individuals is a priority; therefore, any violation or deficiency in safety protocols that jeopardize the physical integrity of workers or of people coming to embassy matters around the construction site, will be monitored and subject to contractual penalties. All provisions set forth in the regulations outlined in Section I.3.5 must be strictly observed and adhered to.

Regarding security matters, on-site personnel shall be subject to the directives issued by the Embassy's security staff. Furthermore, the Embassy assumes no responsibility for safeguarding assets or materials.

I.3.5 Contractor's Key Personnel

All personnel designated as "Key"" must be licensed and/or certified in their respective discipline

1. Expert of soil and materials
2. Expert in land transportation construction
3. Expert of engineering design
4. Expert of standards and material quality Describe positions that are considered key to successful performance of the contract.
5. Safety Professional.

I.3.6 Project Controls

All deliverables shall be submitted in PDF format and reviewed by the Contracting Officer Representative (COR) assisted by the OBO Technical staff.

I.3.6.1 *Schedule to state the start and finish date of each phase of the project and indicate responsible contact for each phase of the project.*

I.3.6.2 *Document indicating the Monetary value of each construction activity (deliverable) reflected on the schedule. (Cost Loading)*

I.3.6.3 *Preliminary Studies Report, signed and approved by the subject Matter expert.*

I.3.6.4 *Design Package Drawings, signed and approved by the Professional Engineer.*

I.3.6.5 *Due diligence with utility tenants and authorities, meetings or letters, signed minutes*

I.3.6.6 *Preconstruction meeting with utility tenants, signed minutes*

I.3.6.7 *Mobilization package, document indicating, temporary construction fence plan, Parking and laydown area, stockpile of materials areas, Loading and hauling areas plan.*

I.3.6.8 *Construction phase (divided in phases to allow for the continuous operations of the embassy) schedule.*

I.3.6.9 *Quality Plan, record of test and samples.*

I.3.6.10 *Demobilization Schedule document.*

I.3.6.11 *Final cleaning walkthrough*

I.3.7 Requirements for documentation.

I.3.7.1 *Will be a design-built contract. Deliverables are subject to review by the COR assisted by the OBO Technical staff.*

I.3.7.2 *Will require a site visit where all the interested contractor bidders will attend for review the site conditions and session of questions and answers.*

I.3.7.3 *Consideration for awarding will be competitive price and construction schedule.*

I.3.7.4 *Proposals shall include a breakdown of some options for OBO to evaluate and pick, subbase improve materials, under course granular materials, Asphaltic concrete thickness.*

ATTACHMENT 4 – SUPPORTING PHOTOS, DRAWINGS, AND DETAILS

I.4 ATTACHMENT 5 – QUANTITY SURVEY

Contractor shall enter the **Price per Unit** and **Total Cost** per CLIN (Contract Line-Item Number) based on the description service column. Prices are to be inclusive of all work indicated in the SOW and based on quantities indicated on this quantity survey page. The Contractor shall indicate the Currency and shall include VAT charges (if applicable) as a separate CLIN at the bottom of the total cost amount. No additional line items shall be added to the contract or to this quantity survey, and the quantities stated in the Total Quantity Units column shall NOT be changed.

DESCRIPTION SERVICE		UNIT	Task Qty	Unit Cost	Total Cost
1. Preliminary Studies					
1.1	Soil Classification and Sampling material	Hrs	6	$	$
1.2	Soil Bearing Capacity; to define existing strength of the subgrade to determine how much weight it can support without deforming, and A non-destructive test that simulates traffic loads to measure the structural response of the existing pavement layers	Hrs	8	$	$
1.3	Proposals for improvement of design and construction	Hrs	50	$	$
2. Design Package					
2.1	Drawing including existing edges, limits of sidewalk, curbs, property boundaries, and "street furniture" like light poles and traffic signals,	Hrs	16	$	$
2.2	Demolitions Drawing including existing edges, limits of sidewalk, curbs, property boundaries, and "street furniture" like light poles and traffic signals, to be removed	Hrs	40	$	$

2.3	Excavation Drawing including existing deep elevation, to be dig	Hrs	40	$	$
2.4	Drawing indicating deep and location of underground utilities Utility Surveys (such as water, sanitation, electricity, and drainage) to avoid damage during construction.	Hrs	50	$	$
2.5	Final drawing indication new surface elevations and runoffs, including existing utilities and new elevations	Hrs	40	$	$
2.6	Improvements for the undergrade material and protection of existing utility lines.	Hrs	40	$	$
2.7	Design mix for under-base and base material.	Hrs	40	$	$
2.8	Pavement design option of Asphaltic material	Hrs	80	$	$
2.9	Coordination drawing with runoff utilities elevations.	Hrs	20	$	$
2.10	Perimetral curbs elevations	Hrs	30	$	$
2.11	Sidewalk design package Optional, for quotation and schedule purpose, submit separate	Hrs	30	$	$
2.12	Road signage (paint) on road markings, signage, curbs, and accessibility features and 2 rubber/plastic speed bump. Optional, for quotation and schedule purpose, submit separate	Hrs	30	$	$
3. Construction					
3.1	Site safety plan / access pathways / stockpile / parking area needed .	Hrs	30	$	$

3.2	Construction phases plan and Construction Schedule - Provide a strategic plan to optimize the task force and not open the whole street at one time, to less disturb the uses and continuous crossing of the street.	Hrs	30	$	$
3.3	Coordination plan with utilities companies, Embassy may be a liaison in between different underground user	Hrs	40	$	$
3.4	Coordination plan with authorities; Embassy may be a liaison in between contractors and authorities.	Hrs	40	$	$
3.5	Quality control plan.	Hrs	100	$	$
3.6	Construction Progress plan.	Hrs	100	$	$
3.7	Construction demobilization plan	Hrs	30	$	$
4. Execution					
4.1	Demolition - Demolish surface square meter < 50cm or define by design	Hrs	104	$	$
4.2	Excavation -Excavation surface, cubic meter, to reach subgrade elevation < 45 cm or define by design	Hrs	157	$	$
4.3	Underground Improvement as result of design, backfill Smoot & level with sand embed 10cm, surface, Supply and installation of non-woven geotextile 8oz, or define by design, surface, square meter.	Hrs	47	$	$
4.4	Backfill 20 cm of compacted Aggregate Subbase or define by design, granular material	Hrs	57	$	$

4.5	Placement of Vehicular pavement new surface as define in the design, square meter.	Hrs	579	$	$
4.6	Curb according to detail CMPD 2/L5.02, linear meter	Hrs	42	$	$
4.7	Optional pedestrian pavement according to detail CMPD 1/L5.01, surface, square meter.	Hrs	105	$	$
4.8	Optional Reflective painting for curbs, square meters	Hrs	27	$	$
4.9	Demobilization & finishings Rugh cleaning of working area, square meters	Hrs	50	$	$
			Sub-Total		
			VAT (if applicable)		
			Grand Total		

I.4.1 Grand-Total in _____ [Enter Currency]

Sub-Total	$
VAT (if applicable)	$
Grand Total	$

I.5 ATTACHMENT 6 – PAYMENT REGISTRATION FORMS

I.5.1 PAYMENT REGISTRATION FORM - PESOS

Company Information

New Registration of Account ☐ Change of Account ☐

Fiscal Name of the account holder _____

RFC (for Mexican Companies) _____

Name - Point of Contact _____

Telephone Number(s) _____

E-mail Address _____

Company Address _____

_____

_____

UEI _____

Bank information needed for EFT transfers in Pesos, Mexican Currency.

BANK INFORMATION

Bank Name _____

CLABE Interbancaria (18 digits) _____

Currency of Account MXN

If it is a collection account, please include the reference number:

Numeric reference: _____

Alphanumeric reference: _____

_____ _____

Signature Date

FMC approval _____

Note to Offeror: This form has to be signed and attached in PDF format.

I.5.2 PAYMENT REGISTRATION – USD TO A BANK IN THE UNITED STATES

Company Information

New Registration of Account ☐ Change of Account ☐

Name of the account holder _____
Name - Point of Contact _____
Telephone Number _____
E-mail Address _____
Address _____
_____
UEI _____
Contractor US Tax ID _____

Bank information needed for EFT transfers in U.S. Dollars to a Bank in the United States

BANK INFORMATION _____
Bank Name _____
Bank Routing Number
(must be 9 digits beginning with a 0,1,2 or 3) _____
Account Number _____
Currency of Account USD

_____ _____
Signature Date

FMC approval _____

Note to Offeror: This form has to be signed and attached in PDF format.

I.5.3 PAYMENT REGISTRATION – USD TO A BANK IN MEXICO

Company Information

New Registration of Account ☐ Change of Account ☐

Name of the account holder	
RFC (for Mexican Companies)	
Name - Point of Contact	
Telephone Number	
E-mail Address	
Address	
UEI	

Bank information needed for EFT transfers in U.S. Dollars to a U.S. Dollar Bank Account in Mexico.

BANK INFORMATION	
Bank Name	
SWIFT Bank Mexico (Different from SWIFT Intermediate Bank)	
CLABE Interbancaria (18 digits)	
Currency of Account	USD
INTERMEDIATE BANK INFORMATION	
Bank Name	
SWIFT Intermediate Bank (Different from SWIFT Bank Mexico)	

Signature Date

FMC approval

Note to Offeror: This form has to be signed and attached in PDF format.

I.6 ATTACHMENT 7 – SAFETY MANAGEMENT PLAN

Please see separate documents enclosed to this RFQ.

I.7 ATTACHMENT 8 – GUIDE FOR NCAGE AND SAM REGISTRATION

I.7.1 Background

To be eligible for an award, all prospective Offerors shall have a SAM Unique Entity ID; a Commercial and Government Entity (Cage) (for American companies) or a North Atlantic Treaty Organization (NATO) = (NCAGE) Code (for international companies), and an active registration in System for Award Management (SAM). Refer to FAR 4.605(b).

International companies have had trouble registering in SAM. One of the most common issues is inaccurate address validation. SAM first validates the addresses entered when requesting NATO Commercial and Government Entities (NCAGE) and unique entity ID match. If SAM.gov cannot validate your entity, you can create a help ticket with the Federal Service Desk at www.fsd.gov.

NOTE: it is very important that each company/entity register with their fiscal company name and address in NCAGE as well as in SAM and without misspelling/typos. The information shall match and be the same on all registrations, if not, the process will take much longer.

I.7.2 NATO Commercial and Government Entity (NCAGE) Code:

Foreign entities shall obtain an NCAGE code for each Unique Entity ID they plan to register in SAM, before starting the registration process. Make sure the name and address information provided to obtain the NCAGE code matches that of the Unique Entity ID. Allow up to three (3) business days to receive the NCAGE code.

The direct link NCAGE Request Tool is:

NATO Codification System - AC135

I.7.3 Unique Entity ID

On **April 4, 2022**, the federal government stopped using the DUNS number to uniquely identify entities. This transition allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government. the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

Therefore, any entity (contractor, corporation, partnership, organization, or individual) wishing to do business with the federal government under a Federal Acquisition Regulation (FAR) based contract, or anyone applying for federal grants, cooperative agreements, or other forms of federal financial assistance through Grants.gov, must be registered in SAM.gov. Overseas federal acquisition awards up to $30,000 are granted an exception.

Current SAM.gov registrants have already been assigned their Unique Entity Identifier and can view it within SAM.gov; there is no further action required. Existing registered entities can find their Unique Entity ID by following the steps here.

After April 4, 2022, entities registering in SAM.gov will no longer have to go to Dun & Bradstreet and acquire a DUNS number.

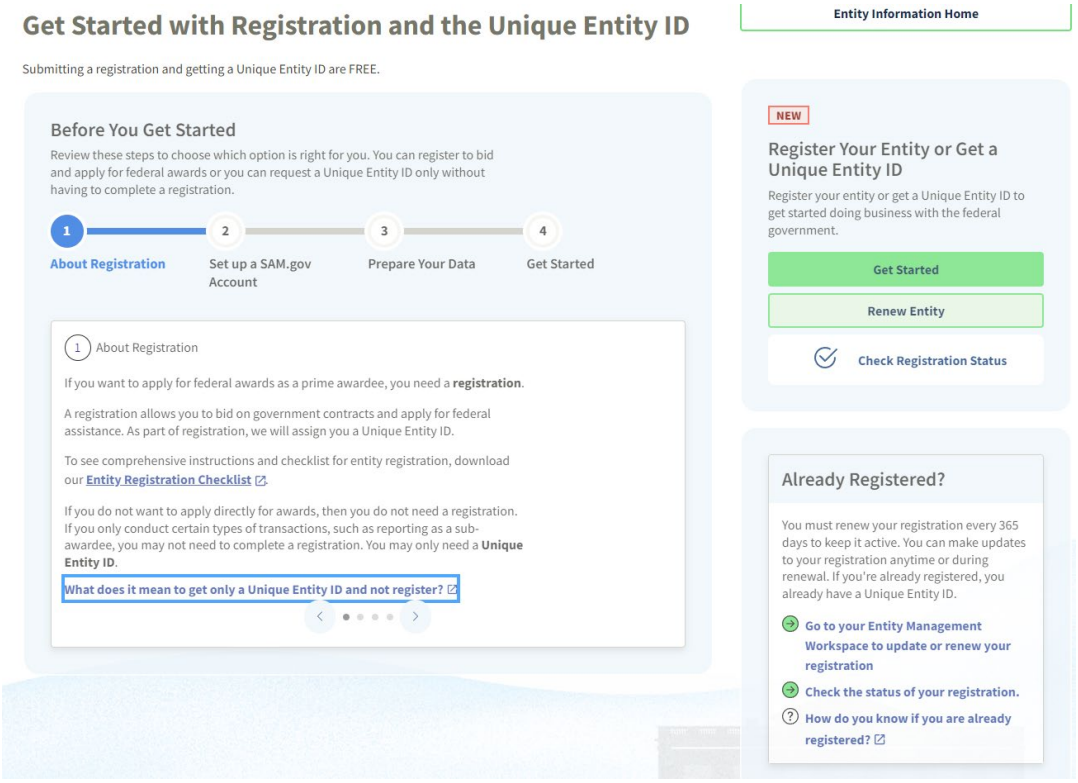
I.7.4 System for Award Management (SAM)

Offerors must register the entity in SAM at – SAM.gov | Entity Registrations

Please allow plenty of time before the contract application deadline. Allow up to 10 business days after submission before the registration is active in SAM.

See SAM Entity Registration Checklist to know more about the information that will be requested during your registration.

Note to Offerors: Opening an account at sam.gov does not mean that you are registered. You need to click on Get Started and follow the system guidance to complete the registration.



If you completed or started your registration before May 2021, please note that sam.gov has changed. Please see the main changes description in the following link:

https://www.fsd.gov/gsafsd_sp?id=kb_article&sys_id=1cb691e91bfaa8d02fe5ed7ae54bcb0d

5. Federal Service Desk

For further guidance and help please contact the Federal Service Desk at https://www.fsd.gov

Live Chat

Web Form

Call

I.8 ATTACHMENT 9 –VENDOR PORTAL REGISTRATION

Vendor Portal Registration

* Note to Offerors: Vendor Portal 1, Vendor Portal 2, Vendor Portal 3, and Vendor Portal 4 PDF files have been uploaded as separate attachments.

SECTION J – INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1 QUALIFICATIONS OF OFFERORS

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

1) Be able to understand written and spoken English;

2) Have an established business with a permanent address and telephone listing in ***Mexico*** 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 in projects similar to the one required in this RFQ, with suitable references for company and Project manager;

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.

11) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

12) List of clients over the past five (5) years, demonstrating prior experience with relevant past performance information and references (providing dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Mexico, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

    - Quality of services provided under the contract;

- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

13) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided**.**

14) The offeror's strategic plan for Repaving Casa de la Moneda Street services to include but not limited to:

a. A work plan taking into account all work elements stated in this solicitation, to include Attachments 3 and 4.

b. Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

c. Plan of ensuring quality of services including but not limited to contract administration and oversight; and

d. (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

15) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution.

16) Have no adverse criminal record; and

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

J.2 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.

J.2.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes. This solicitation allows for electronic submission of documents. However, it is necessary to send separate volumes either in 3 different submissions or in 3 different folders/files.

Volume	Title
I	• Executed Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair) • Completed Section I, Attachment 6 – *Payment Registration Form* • Completed Section L • Unique Entity ID • CAGE / NCAGE Code • Evidence of Active registration in sam.gov
II	• Pricing Completed Section A. • Completed Section I, Attachment 2 – *Breakdown of Proposal Price by Divisions of Specifications*. • Completed Section I, Attachment 5 – *Quantity Survey.*
III	• Performance schedule in the form of a Gantt Bar Chart clearly stating each stage of the project. • Business Management/Technical Proposal. • Completed Section I, Attachment 7 – *Safety Management Plan*

J.2.2 SUBMISSION DATE & ADDRESS

Electronic quotes and offers will be accepted. Submit the complete quotation via e-mail no later than ***Tuesday, July 21, 2026, before 13:00 hours,*** local time, to the electronic address indicated below:

MexicoCityGSOSolicitations@groups.state.gov

No late quotations will be accepted.

J.2.3 DEVIATIONS TO SOLICITATION REQUIREMENTS

The Offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

J.2.4 DETAILED INSTRUCTIONS

J.2.4.1 Volume I – Standard Forms

(a) Standard Form (SF) 1442 - Complete blocks 14 through 20C of the SF-1442

(b) Completed Section I, Attachment 6 – Payment Registration Form (see section A.1.4, Currency, to determine which form must be completed).

(c) Completed Section L.

(d) Unique Entity ID

(e) CAGE / NCAGE Code

(f) Evidence of Active registration in sam.gov

J.2.4.2 Volume II – Price Proposal

(1) Completed Section A indicating the Currency and Total Price.

(2) Section I, Attachment 2 – *Breakdown of Proposal Price by Divisions of Specifications.* Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.). The total price must match the total stated in Section A.

(3) Section I, Attachment 5 – *Quantity Survey.* Insert unit price and total price as per CLIN distribution. The total price must match the total stated in Section A.

J.2.4.3 Volume III – Performance schedule and Business Management/Technical Proposal

(a) Performance schedule in the form of a Gantt "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

(1) Proposed Work Information:

i. A list of the names, addresses, and telephone numbers of the owners, partners, and principal officers of the Offeror.

ii. The name and address of the Offeror's field superintendent for this project.

iii. A list of the names, addresses, and telephone numbers of subcontractors and principal material suppliers to be used on the project, indicating what portions of the work will be performed by them.

iv. A list of the specific materials with spec sheets proposed for this project.

(2) Experience and Past Performance

i. List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

A. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel.

B. Contract number and type.

C. Date of the contract, award place(s) of performance, and completion dates;

D. Contract dollar value.

E. Brief description of the work, including responsibilities.

F. Comparability to the work under this solicitation;

G. Brief discussion of any major technical problems and their resolution;

H. Identify any accidents or safety concerns that occurred and resolution.

I. Any litigation currently in process or occurring within last five (5) years.

(b) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(c) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided**.** Licensing and Certifications Experience Verification: 5 - 10 years of documented work experience in the field before granting a license.

(d) Design Software: designs with construction data.

(e) The offeror's strategic plan for the specific services required in this SOW to include but not limited to:

(1) A work plan taking into account all work elements stated in this solicitation, to include Attachments 3 and 4.

(2) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(3) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(c) Completed Section I – Attachment 7 – Safety Management Plan and POSHO

J.2.5 UNIQUE ENTITY ID & NCAGE/CAGE

Interested Offerors, to include foreign firms, must have a SAM Unique Entity ID and a NCAGE/CAGE code. These numbers shall be submitted with your Offer in Volume 1. See Attachment 8, for further guidance.

J.2.6 SAM REGISTRATION

In order to receive an award, Offerors must also have an active registration in the System for Award Management at the following link https://sam.gov/content/entity-registration. International offerors need both their Unique Entity ID and NCAGE before registering in SAM. American companies will obtain a CAGE code when requesting their Unique Entity ID for the first time. Submit a copy of your active registration with your Offer in Volume 1. See attachment 8, for further guidance.

J.2.7 PROPRIETARY DATA

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

J.3 52.236-27 SITE VISIT (FEB 1995)

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

(b) A site visit has been scheduled for **Monday, June 22, 2026, at 10:00 hrs**. (local time).

(c) Offerors interested in attendance should contact the Contracts team via e-mail at: MexicoCityGSOSolicitations@groups.state.gov no later than Wednesday, June 17, 2026, before 10:00 hours to receive further information about location.

(d) In order to include your company in the security list to enter the premises during the Site Visit, in the email mentioned in paragraph (c), above, please include the complete name of no more than 2 people attending.

(e) Offerors who do not contact the contracts team by the deadline stated above **will not be able to enter the premises**. No extensions or late registrations will be accepted.

J.4 MAGNITUDE OF CONSTRUCTION PROJECT

As per FAR 36.204, it is anticipated that the range in price of this contract will be: Between $250,000 and $350,000 U.S. dollars.

J.5 LATE QUOTATIONS

Late quotations shall be handled in accordance with FAR.

J.6 QUESTIONS & ANSWERS

1. Questions related to this Solicitation shall be submitted in writing and in **English** language to the following e-mail address:

   MexicoCityGSOSolicitations@groups.state.gov

2. Questions shall refer to the page number, section, paragraph and sentence of the solicitation to prevent confusions.

1. The deadline to submit a question is ***Monday, June 29, 2026, before 11:00 hours***, local time.

2. Following the questions deadline, all prospective offerors will be able to download all questions submitted via e-mail, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued and posted.

J.6.1 QUESTIONS AND ANSWERS DURING THE SITE VISIT

The Government will try to answer all questions submitted before the Site Visit. Attendees may also ask additional questions during the site visit; however, if any answer requires further research, there is no guarantee that the question will be answered at that moment.

J.6.2 GOVERNMENT STATEMENTS DURING PRE-QUOTE CONFERENCE

Government's statements at the site visit shall not be considered to be a change to the solicitation unless a written amendment is issued.

J.7 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 PROVISION(S) IS/ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS–COMPETITIVE ACQUISITION (APR 2026)

SECTION K – EVALUATION CRITERIA

K.1 EVALUATION OF PROPOSALS

K.1.1 GENERAL

To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section J, Instructions on How to Submit a Quotation, and must meet all the requirements set forth in the other sections of this solicitation.

K.1.2 BASIS FOR AWARD

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. Unsuccessful offerors will be notified in accordance with FAR 15.5.

(a) ACCPTABILITY

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

(b) RESPONSIBILITY DETERMINATION

The Government will make a responsibility determination by analyzing whether the apparent successful offeror 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
- adequate financial resources or the ability to obtain them;
- otherwise, qualified, and eligible to receive an award under applicable laws and regulations.

K.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (incorporated by reference in Section J of this RFQ), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3). Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

K.3 52.225-17 Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

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

(b) For acquisitions conducted using negotiation procedures—

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

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

K.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

SECTION L – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

L.1 **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

i. Those prices;

ii. The intention to submit an offer;, or

iii. The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2)

i. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ **[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];** and

ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

iii. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

L.2 **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)**

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

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

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

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

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

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

(a) Definitions:

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

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

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

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

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)

	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

L.4 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (APR 2026)

(a) *Definition*. "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) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at *26 U.S.C. 7874*.

(c) *Representation*. By submission of its offer, the offeror represents that—

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

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

(End of provision)

L.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2026)

(a)

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

i. The Offeror and/or any of its Principals–

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

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

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

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

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

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

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

(2) Examples.

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

L.6 **52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (NOV 2021)**

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

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

(1) ☒ The Offeror certifies that–

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

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations

undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

i. An inability to certify compliance.

ii. An inability to conclude compliance.

iii. A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

L.7 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (APR 2026)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the

withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

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

(End of Provision**)**

L.8 Authorized Contract 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: _____

Address: _____

_____

Telephone No.: _____

L.9 THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

52.228-17 Individual Surety—Pledge of Assets (Bid Guarantee) (Feb 2021)