U.S. Embassy, Riyadh,
Kingdom of Saudi Arabia

June 9, 2026

Dear Prospective Offeror:

Subject: Solicitation Number 19SA7026R0001 Landscape Care and Maintenance Service

Enclosed is a Request for Proposals (RFP) for Landscape Care and Maintenance Service at the U.S. Embassy Riyadh, Saudi Arabia. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

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

The Embassy intends to host a pre-proposal conference on Tuesday, June 23, 2026, at 10:00 hrs. (all times listed are in Saudi Arabia time) at U.S. Embassy Riyadh. Prospective offerors who intend to participate in this pre-proposal conference must send an email to RiyadhContracting@state.gov on or before close-of-business (17:00 hrs.), Thursday, June 18, 2026, for additional information or to arrange entry to the building.

Proposals are due on Sunday, July 19, 2026, at 1700 hrs. No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted. Your proposal must be submitted electronically to RiyadhContracting@state.gov The subject line of all emails must, at a minimum, read: "Request for Proposals – 19SA7026R0001".

It is important to make sure the submission is made in the correct size and format. All submissions should submit as either MS-Word 2007/2010, MS-Excel 2007/2010, or PDF, and should not exceed 30MB. If the file size should exceed 30MB, then please submit separate emails which are less than 30MB each. If multiple emails are submitted, please identify in the subject line the sequential order for each email (for example, if submitting two separate emails, you would include the following information: Email 1 of 2; Email 2 of 2).

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

1. SF-33
2. Section B, Pricing
3. Section K, Representations and Certifications
4. Additional information as required in Section L
5. The Offeror should submit a completed IRS Form W-14, found at www.irs.gov/w14 to ensure compliance with FAR 52.229-11
6. Proof of SAM Registration

Notwithstanding FAR 4.203-1(b)(5)(ii), the Contracting Officer has determined that it is in the best interest of the U.S. Government that offerors be registered in the SAM (System for Award Management) database at https://www.sam.gov at the time of submitting a proposal.

Direct any questions regarding this solicitation by email to RiyadhContracting@state.gov Questions should be submitted on or before close-of-business (17:00 hrs.), Sunday, June 28, 2026.

Sincerely,

Carol R. Johnson
Contracting Officer

SOLICITATION DOCUMENT

LANDSCAPE CARE AND MAINTENANCE SERVICES FOR

U.S. EMBASSY RIYADH – SAUDI ARABIA

SOLICITATION No. 19SA7026R0001

The Embassy of United States of America
P.O. Box 94309
Riyadh 11693
Saudi Arabia

SECTION A – SF-33

SOLICITATION, OFFER AND AWARD	1. THE CONTRACTIS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 4 of 65

2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	19SA7026R0001	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	6//9/2026	PR15589314

7. ISSUED BY	CODE 19SA70	8. ADDRESS OFFER TO (If other than item 7)
EMBASSY OF THE UNITED STATES OF AMERICA, RIYADH P.O. BOX 94309, ATTN: GSO/PROCUREMENT RIYADH 11693 SAUDI ARABIA **Phone:** +966-11-835-4000 Email: RiyadhContracting@state.gov		EMBASSY OF THE UNITED STATES OF AMERICA, RIYADH DIPLOMATIC QUARTERS, MAKKAH RING ROAD P.O. BOX 94309, ATTN: GSO/PROCUREMENT RIYADH 11693 SAUDI ARABIA Saudi Arabia

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in American Embassy, Riyadh until 07/19//2026 (date) local time (1700 Hrs.).
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. in. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	Carol R. Johnson, Contracting Officer	+966-11-835-4000	RiyadhContracting@state.gov

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEM NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTRATION BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	The Contractor shall provide Landscape Care and Maintenance Service for the U.S. Embassy in Riyadh, Saudi Arabia. These services will include the following locations: Primary Facilities: The Chancery Embassy Warehouse (GSO Annex) Official residences of the Chief of Mission (CMR – Shenandoah, Lot: 288) and Deputy Chief of Mission (DCR – Eleanor) Official residences of the U.S. Mission to Yemen's Chief of Mission (YCMR) and Deputy Chief of Mission (YDCR) Residential Areas: Senior Officer Residences (common areas only) located in Diplomatic Quarter clusters A, I, L, and M: Cluster A: Lots 286 & 287, Section E-12 Cluster I: Lots 392, 393, 394, Section E-11 Cluster L: Lots 137, 138, 139 & 140, Section E-18 Cluster M: Lots 340 & 341, Section E-11 Staff Housing (common areas only) located in Diplomatic Quarter clusters B, C, D, E, G, H, J, KA, and KB: Cluster B: Lots 170 & 171, Section E-16 Cluster C: Lots 102, 103, 104 & 105, Section E-19 Cluster D: Lots 28, 29, 30 & 31, Section E-3 Cluster E: Lots 409 & 410, Section E-6 Cluster G: Lots 295, 296, 297, 298, 299 & 300, Section E-12 Cluster H: Lots 234 & 235, Section E-17 Cluster J: Lots 176, 178, 183, 188 & 190, Section E-5 Cluster KA: Lots 307 & 310, Section E-10 Cluster KB: Lot 369, Section E-10 The services shall be provided for a total period of five years, consisting of a base year and four one-year option periods, as outlined in Sections B, C, and Exhibit J. Notice to Proceed will be issued The contact will be for five (5) years base plus four one option years		LS		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide Landscape Care and Maintenance Service for the Embassy of the United States of America Riyadh Saudi Arabia.

B.2 TYPE OF CONTRACT

This is a combined firm-fixed price contract for standard routine services and an indefinite delivery indefinite quantity firm-fixed price contract for temporary additional services.

B.3 TYPES OF SERVICES

(a) Standard Routine Services. The Contractor shall provide standard Landscape Care and Maintenance Serviced as specified in Section C for properties listed in Exhibit A.

(b) Temporary Additional Services. The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order, but not to exceed the ceiling price without the Contracting Officer's approval. Temporary Additional Services delivered shall be in addition to the Standard Routine Services and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

B.4 PRICING

(a) The Government will pay the Contractor a fixed price per month for Standard Routine Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.

(b) In addition to all direct (labor, equipment, materials) and indirect costs (overhead, general and administrative expenses), the Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.

(c) The Government will also reimburse the Contractor at the purchase price for any additional materials or equipment required in support of Temporary Additional Services.

(d) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is reimbursable; however, such cost information shall be included in the Contractor's rates, for this is a firm-fixed price contract.

(e) The Government will make payment in local currency.

(f) VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.5 CLIN 0001 Base Year Prices NAICS Code 561730 Garden Maintenance Service		
CLIN 0001.1(a) Standard Services. The fixed price for the Base Year of the contract (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) is:		
Price Per Month	12 months	Price Per Year
	X 12	
CLIN 0001.2 (b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:		
Hourly Rate	Estimated Number of Hours Per Year	Celling Price Per Year
	800 hours	
CLIN 0001.3(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material / Equipment Not to Exceed Per Year		SAR 2,000.00
Total Not to Exceed Price for Base Year (a + b + c)		

Value Added Tax (VAT) for Base Year SAR: _____

B.5. Total Base Year (Including VAT) SAR: _____

B.6 CLIN 1001 First Option Year Prices (Option Term: Twelve (12) Months) NAICS Code 561730 Garden Maintenance Service		
CLIN 1001.1(a) Standard Services. The fixed price for Option Year 1 of the contract is:		
Price Per Month	12 months	Price Per Year
	X 12	
CLIN 1001.2(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:		
Hourly Rate	Estimated Number of Hours Per Year	Celling Price Per Year
	800 hours	
CLIN 1001.3(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material / Equipment Not to Exceed Per Year		SAR 2,000.00
Total Not to Exceed Price for Base Year (a + b + c)		

Value Added Tax (VAT) for First Year SAR: _____

B.6. Total First Year (Including VAT) SAR: _____

B.6 CLIN 2001 Second Option Year Prices (Option Term: Twelve (12) Months) NAICS Code 561730 Garden Maintenance Service		
CLIN 2001.1(a) Standard Services. The fixed price for Option Year 1 of the contract is:		
Price Per Month	12 months	Price Per Year
	X 12	
CLIN 2001.2(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:		
Hourly Rate	Estimated Number of Hours Per Year	Celling Price Per Year
	800 hours	
CLIN 2001.3(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material / Equipment Not to Exceed Per Year		SAR 2,000.00
Total Not to Exceed Price for Base Year (a + b + c)		

Value Added Tax (VAT) for Second Option Year SAR: _____

B.7 Total Second Option Year (Including VAT) SAR: _____

B.6 CLIN 3001 Third Option Year Prices (Option Term: Twelve (12) Months) NAICS Code 561730 Garden Maintenance Service		
CLIN 3001.1(a) Standard Services. The fixed price for Option Year 1 of the contract is:		
Price Per Month	12 months	Price Per Year
	X 12	
CLIN 3001.2(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:		
Hourly Rate	Estimated Number of Hours Per Year	Celling Price Per Year
	800 hours	
CLIN 3001.3(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material / Equipment Not to Exceed Per Year		SAR 2,000.00
Total Not to Exceed Price for Base Year (a + b + c)		

Value Added Tax (VAT) for Third Option Year SAR: _____

B.8 Total Third Option Year (Including VAT) SAR: _____

B.6 CLIN 4001 Fourth Option Year Prices (Option Term: Twelve (12) Months) NAICS Code 561730 Garden Maintenance Service		
CLIN 4001.1(a) Standard Services. The fixed price for Option Year 1 of the contract is:		
Price Per Month	12 months	Price Per Year
	X 12	
CLIN 4001.2(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:		
Hourly Rate	Estimated Number of Hours Per Year	Celling Price Per Year
	800 hours	
CLIN 4001.3(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material / Equipment Not to Exceed Per Year		SAR 2,000.00
Total Not to Exceed Price for Base Year (a + b + c)		

Value Added Tax (VAT) for Fourth Option Year SAR: _____

B.9 Total Fourth Option Year (Including VAT) SAR: _____

B.10 CLIN 5001 (52.217-8, 6 months) - Prices NAICS Code 561730 Garden Maintenance Service		
a. Sub CLIN 01 Standard Routine Services. The fixed price for 6 months of the contract (starting the effective date and continuing for a period of 6 months) is:		
Price Per Month	6 months	Price (6 months)
	X 6	
b. Sub CLIN 02 Temporary Additional Services. The hourly fixed rate for temporary additional services is:		
Hourly Rate	Estimated Number of Hours (6 months)	Celling Price
	400 hours	
c. Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket with no overhead, profit, or other charge added.		
Material / Equipment Not to Exceed per 6 - months		SAR 1,000.00
Total for 52.217-8 (a + b + c)		

Value Added Tax (VAT) for 6 Months SAR: _____

B.10 Total 6 months (Including VAT) SAR: _____
FAR 52.217-8 Option to Extend Services

B.11 Grand Total of Base plus All Options NAICS Code 561730 Garden Maintenance Service	
CLIN 0001 Base Year Total (not to exceed) (a + b + c)	
CLIN 1001 First Option Year Total (not to exceed) (a + b + c)	
CLIN 2001 Second Option Year Total (not to exceed) (a + b + c)	
CLIN 3001 Third Option Year Total (not to exceed) (a + b + c)	
CLIN 4001 Fourth Option Year Total (not to exceed) (a + b + c)	
CLIN 5001 52.217-8 (6 months)	
Grand Total of Base plus All Option Years	

CLIN 5001 52.217-8 option to extend service for 6 Months.

The Government reserves the right to require the continued performance of any services for a period of up to six (6) additional months as per FAR 52.217-8.
The cost for this extension shall be at the rate established for the fourth option year.

Note: **The grand total contract award amount will not include the total price for CLIN 5001**

SECTION - C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT (PWS)

C.1 Work Requirement.

C.1.1 General. This is a fixed-price contract for Landscape Care and Maintenance Service at the American Embassy Riyadh. The contract contains certain ordering provisions by which the Contracting Officer or his/her representative may require additional amounts of service for special events. The Contractor shall furnish managerial, administrative and direct labor personnel to accomplish all work required by this contract. Specific services are described in detail below.

C.1.2 Personnel. The Contractor shall provide a qualified work force capable of providing the services required by the contract.

C.2 Definitions

"Chancery" means the building of the Post used for official activities.

“CMR” means the official residence of the Chief of Mission/Ambassador

"DCMR" means the official residence of the Deputy Chief of Mission.

“YCMR” means the official residence of the Yemen Ambassador.

“YDCMR” means the official residence of the Yemen Deputy Chief of Mission.

"Contracting Officer" means a person appointed with the authority to enter in and administer contracts on behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

"General Instructions" mean those instructions, directives and guidelines that apply to all Landscape Care and Maintenance Service personnel.

"Government" means the Government of the United States of America.

"SOR" means Senior Officers' Residence, including the residences of the Ambassador, Deputy Chief of Mission.

C.3 General Requirements.

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the

representational responsibilities of the U.S. mission. The Contractor's work shall be measured by the appearance of the landscape covered by this contract. The Contractor shall perform complete Landscape Care and Maintenance Services as described in the contract for all Government properties listed in Section J, Exhibit A. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

C.4 Management and Supervision

C.4.1. Supervision. The Contractor shall designate a representative who shall always be responsible for on-site supervision of the Contractor's workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The Contractor shall ensure that all personnel are trained in safety protocols, pesticide application, and customer service. The supervisor shall have supervision as his or her sole function.

C.4.2. The Contractor work schedules. The schedules should take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. Standard Routine Services shall be delivered between the hours of ***07:30 AM and 04:30 PM*** Saturday through Thursday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be assigned to the work and the time frame to perform the service. The contractor shall submit a monthly report to the COR summarizing completed tasks, challenges, and upcoming plans.

C.4.3. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections for those working on the contract.

The Contractor shall implement and maintain effective controls to prevent waste, fraud, and abuse in the use of electricity and water provided under this contract. The Contractor shall monitor utility consumption, promptly investigate any irregularities, and take corrective action as necessary. The Contractor shall report any suspected or confirmed incidents of waste, fraud, or abuse to the Contracting Officer without delay.

C.4.4. Technical Guidance. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care. The horticulturist shall submit a biannual report to the COR detailing soil health, plant conditions, and recommendations for improvement. The contractor shall provide periodic training for personnel on local horticultural practices, safety protocols, and environmental compliance.

C.4.5. Grounds Maintenance Plan. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Grounds Maintenance Plan shall also outline the use of sustainable practices, including the use of native plants and organic fertilizers. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

C.5. Lawn Care

C.5.1. Grass Cutting. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

C.5.2. Edging. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

C.5.3. Trimming. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

C.5.4. Weeding. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

C.5.5. Turf Repair and Re-Establishment. The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded and maintained to conform to adjacent areas.

C.5.6. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the Contractor's Grounds Maintenance Plan.

C.6. Pruning

C.6.1. The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

C.6.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

C.6.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- Direct and encourage plant growth in directions desired,
- Remove dead and unsightly growth, and
- Maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season

according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to always maintain proper shape.

C.6.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

C.7. Leaf Removal. The Contractor shall, monthly, remove leaves and pine needles from the properties listed in Exhibit A and on a weekly basis during the period ***October*** through ***March.***

C.8. Recycled Materials. The Contractor shall promote recycled uses for lawn and tree debris, with an emphasis on sustainability in all Landscape Care and Maintenance Service practices. E.g. using mulch, compost, eco-friendly fertilizers.

C.9. Removal of Debris. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

C.10. Watering.

C.10.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

C.10.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall consider the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

C.10.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

C.10.4. The Government shall furnish the supply of water.

C.11. Potted Plants.

The Contractor shall be responsible for all exterior potted plants located at the specified sites. The Contractor shall also be responsible for any interior potted plants at the Government Office and selected residential buildings. Potted plants shall be maintained by the Contractor in a healthy and vigorous condition. Plant boxes, pots, and stands will be maintained to present a pleasant appearance as determined by the COR. Plants that wilt or die from other than natural causes shall be replaced with a plant at the contractor's expense. The contractor's Ground Maintenance plan shall specify the contractor's schedule for rotation of all plants to ensure that they remain in a healthy condition.

C.12. Fertilizer.

C.12.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

C.12.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan. The fertilizer type shall be approved by the COR.

C.12.3. The Contractor shall fertilize the lawn areas a minimum of two times per year.

C.12.4. The Contractor shall apply weed killer once a year. If weed killer is not required, the Contractor shall request a waiver in writing from the COR. The type of weed killer shall be approved by the COR.

C.12.5. The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

C.13. Pest and Disease Control. The Contractor shall maintain a program for controlling pests and plant diseases to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

C.13.1. The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

C.14. Hazardous and Toxic Substances. It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

C.15. Swimming Pool and Fountain Cleaning Services.

C.15.1. The Contractor should clean and maintain the swimming pools and fountains located on the sites listed on Section J - Exhibit A. The Contractor shall be responsible for vacuuming, testing for chemical levels, adding chlorine, acid, algaecide, etc. as necessary, and covering and uncovering the pool when required.

C.15.2. The Contractor shall receive the required pool chemicals from the Government via a written request. The request shall be submitted in writing to the COR no less than a week in advance of the requirement. Once received, the Contractor shall be responsible for the safe and secure storage of the chemicals and shall maintain records for their receipt and usage. Use of Government-provided chemicals for any activities other than those specifically authorized under the contract is strictly prohibited and will be considered grounds for immediate termination.

C.15.3. The Contractor shall maintain a logbook on each pool. The Contractor shall record daily temperature and chemical levels, and any chemicals added to the pool. The logbook shall also record receipt and disposal of Government-provided chemicals as per C.15.2.

C.15.4. Pools shall be maintained as specified in the M/OBO Swimming Pool Operations and Maintenance Guide and as directed by the COR.

C.15.5. The Contractor shall inspect and clean the fountain's water features, including pumps, filters, and nozzles. They will test water quality and chemical levels, adding necessary chemicals such as chlorine, pH balancers, and algaecide to maintain optimal water conditions. The Contractor will also remove debris and algae build-up from the fountain basin and surrounding areas, ensuring the proper functionality of all fountain mechanisms and features, including lights and jets. All cleaning will be performed as directed by the COR. Additionally, the Contractor should provide seasonal deep cleaning of the fountains with increased frequency as required after dust storms, under the instructions of the COR. The frequency of the regular deep cleaning will be quarterly for all fountains.

C.16. Exterior Architectural Concrete and Cement Plaster Facings. The Contractor shall develop and implement a schedule for cleaning exterior walls such that all exterior wall surfaces are cleaned every six (6) months. Architectural concrete shall be washed with clean water and scrubbed with a soft bristle brush to remove dirt and stains and surfaces faced with cement plaster will be cleaned with an appropriate cleaning agent and a soft cloth.

C.17. Tree Removal Services

C.17.1. Work to be performed. The following work shall be ordered by issuance of a separate task order by the Contracting Officer: Cutting down, uprooting and clearing debris of different sizes of trees and palms at all locations in the consulate Compound. The Contractor is responsible for

providing all equipment and personnel for uprooting, pull down and carry away of all trees requested for removal.

C.17.1.2. Issuance of Task Orders for Tree Removal. The task order will define the required work. Prior to issuance of the task order, the Contracting Officer and the COR will provide the Contractor with details regarding the work to be performed. This may include a site visit by the contractor. The Contractor shall submit a proposal, priced using the loaded hourly rates from Section B for Tree Removal Services from the ongoing period of performance, multiplied by the estimated number of hours. Once the Contracting Officer and the Contractor agree upon a firm fixed price, the Contracting Officer will issue a task order, which will reflect that negotiated firm fixed price, detail the work to be performed, and set forth an agreed upon completion date. No work shall commence until the Contracting Officer issues the task order.

C.17.1.3. Invoicing. Upon completion and acceptance by the COR of all work performed under task order, the Contractor shall submit a separate invoice for payment, referring to the task order.

C.18. Temporary Additional Services are services that are defined as Standard Routine Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services required by paragraph C.3 of this contract. The COR shall order these services as needed. The work shall be performed by trained employees of the Contractor and shall not be subcontracted. The COR may require the Contractor to provide temporary additional

services with 24-hour advance notice. The Contractor shall maintain flexibility in scheduling to accommodate special events and unforeseen circumstances.

C.18.1. Schedule. Temporary Additional Services may be ordered by the COR based on a need for services caused either by a special U.S. Mission function requiring extra effort and not anticipated in the schedule of work; or by a man made or a natural disaster. An order for these services may require any of the items of Standard Routine Services as specified in the contract, and performance may involve the use of overtime or premium pay for hours outside those specified for Standard Services. The COR may require the Contractor to provide Temporary Additional Services with 24-hour advance notice.

C.18.2 The Contractor shall include in its next regular invoice details of the temporary additional services and any materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

C.19. Ancillary Services. The Contractor shall clear debris, clear gutters and remove vegetation at all locations. All work shall be carried out as part of the overall work requirement specified in Section C whether requested in a Task Order or not.

C.20. Cleaning and Washing of Tennis Courts. The Contractor shall sweep, wash and remove debris and or/litter as necessary from the tennis courts.

C.21. Cleaning of Barb/Razor Wire. The Contractor shall remove debris that may have collected in the razor wire (or other installed anti-climb devices) on the top of the perimeter wall once every week.

NOTE: ONLY SECTIONS C.22. SECTION C.23. AND SECTION C.24. ARE POSTS SPECIFIC. ALL OTHER SECTIONS ARE STANDARD FOR ALL THREE POSTS.

C.22. FOR AMERICAN EMBASSY, RIYADH ONLY
REMOVAL OF DEBRIS AND LITTER

C.22.1. Chancery, Diplomatic Quarter. Areas to be served at the Chancery building include: all outdoor areas within the perimeter wall of the Chancery; all Embassy supplied planter boxes (and around planter boxes) that surround the Embassy and its residences (those without plants must be kept free of litter); removal of debris and/or litter on the street between the perimeter fence and the Turkish Embassy; removal of debris and/or litter on the feeder road to the front of the Embassy and the small median strip between the feeder road and the main road; removal of debris and/or litter from a ten-foot area on the park side of the Embassy between the Embassy's outer compound wall and the King Faisal school parking lot; removal of debris and/or litter from around all palm trees outside the Embassy's back gate; and removal of debris and litter from the triangular shaped area across from the Embassy's back gate and next to the King Faisal School.

C.22.2. Cleaning and Washing of Main Courtyard. The Contractor shall ensure that the main courtyard (Embassy's front entrance with fountain) is cleaned and washed with water every day in the morning and with more frequency as may be required after dust storms.

C.22.3. Cleaning of Patios and Outdoor Furniture. The Contractor shall ensure that all exterior patio areas of the Chancery are swept twice every week and with more frequency as may be required after dust storms. The Contractor shall ensure that all outdoor furniture including the furniture by the fountain and grass area is wiped clean daily with a damp cloth to remove dust and dirt.

C.22.4. GSO Annex, Wadi Arqa. Areas to be served at the GSO Annex include: all outdoor areas within the perimeter wall of the GSO Annex; removal of debris and/or litter from both tennis courts, the swimming pool, and the children's play area; removal of debris and/or litter around both baseball grounds; removal of debris and/or litter behind the ACS building, removal of debris and/or litter around the dugout, removal of debris and/or litter behind the maintenance workshop.

C.22.5. Swimming Pool Furniture. The Contractor shall ensure that all outdoor furniture is wiped clean with a damp cloth daily to remove dust and dirt.

C.22.6. Ambassador's Residence (CMR) & Pool Area, Diplomatic Quarter. Areas to be served at the CMR include all outside areas within the compound's perimeter wall, as well as trash removal on the street directly in front of the CMR and a ten-foot area around the remaining three sides of the compound outside the perimeter wall. The Contractor shall ensure that all outdoor furniture is wiped clean with a damp cloth daily to remove dust and dirt. The Contractor shall sweep and remove debris and/or litter from CMR Compound.

C.22.7. DCM's Residence (DCMR) & Pool Area, Diplomatic Quarter. Areas to be served at the DCMR include all outside areas within the compound's perimeter wall as well as trash removal on the street and the parking lot adjacent to the DCMR. The Contractor shall ensure that all outdoor furniture is wiped clean with a damp cloth daily to remove dust and dirt.

C.22.8. Yemen Ambassador's Residence (YCMR) & Pool Area, Diplomatic Quarter. Areas to be served at the YCMR include all outside areas within the compound's perimeter wall as well as trash removal on the street and the parking lot directly in front of the YCMR. The Contractor shall ensure that all outdoor furniture is wiped clean with a damp cloth daily to remove dust and dirt.

C.22.9. Yemen DCM's Residence (YDCMR), Diplomatic Quarter. Areas to be served at the YDCMR include all outside areas within the compound's perimeter wall as well as trash removal on the street and the parking lot directly in front of the YDCMR. The Contractor shall ensure that all outdoor furniture is wiped clean with a damp cloth daily to remove dust and dirt.

C.22.10. Gutter Cleaning: The Contractor shall clear the gutter and vegetation at all locations and roofs. The Contractor shall schedule and coordinate gutter clearing from roofs with the COR in advance as some of the areas required escort. All work shall be carried out as required by the COR.

C.22.11 U.S. Government-owned residential areas, Diplomatic Quarter.

C.22.11.1. CLUSTERS A, I, L, M (SORs) Areas to be served include all areas within the cluster, not under the sole control of one occupant and all plants and foliage just outside the cluster doors leading to the street.

C.22.11.2. CLUSTERS B, C, D, E, G, H, J, Ka, Kb (staff housing) Areas to be served include all areas within the cluster, not under the sole control of one occupant and all plants and foliage just outside the cluster door leading to the street.

C.22.12. All Government owned property unoccupied for more than two (2) months shall be cared for and brought back into reasonable condition during make-ready period of the new occupants (especially the rear/internal garden). This just entails general trimming and clearing up of the existing property gardens and not planting any new plants/shrubs or greenery of any sort in the rear/internal gardens. Regular performance reviews will be conducted to ensure compliance with contract requirements and to address any issues.

C.22.12.1. Issuance of Task Orders. The task order will define the required work. Prior to issuance of the task order, the Contracting Officer and the COR will provide the Contractor with details regarding the work to be performed. This may include a site visit by the contractor. The Contractor shall submit a proposal, priced using the loaded hourly rates from Section B for Tree Removal Services from the ongoing period of performance, multiplied by the estimated number of hours. Once the Contracting Officer and the Contractor agree upon a firm fixed price, the Contracting Officer will issue a task order, which will reflect that negotiated firm fixed price, detail the work to be performed, and set forth an agreed upon completion date. No work shall commence until the Contracting Officer issues the task order.

C.22.12.2. Invoicing. Upon completion and acceptance by the COR of all work performed under a task order, the Contractor shall submit a separate invoice for payment, referring to that task order.

(End Riyadh Specific Requirements.)

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS ARE INCORPORATED BY REFERENCE:

52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

E.2 APPLICABILITY OF INSPECTION CLAUSES

FAR clause 52.246-4, Inspection of Services - Fixed-Price, applies to services provided under Standard Services. FAR clause 52.246-6, Inspection-Time-and- Materials and Labor-Hour, applies to services provided under Temporary Additional Services.

E.3 CONTRACTOR QUALITY CONTROL MANAGEMENT PLAN

The Contractor shall design and implement and quality control management program to oversee quality control and the management processes for each task under contract. The Contractor shall submit for review an initial draft of the C-QCMP for evaluation purposes and update accepted guidelines as needed.

E.4 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
Services. Performs all Landscape Care and Maintenance Services set forth in the Performance Work Statement (PWS)	C.1 thru C.22	All required services are performed and no more than two (2) customer complaints are received per month

E.4.1 SURVEILLANCE**.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.4.2 STANDARD**.** The performance standard is that the Government receives no more than two (2) customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996), if any of the services exceed the standard.

E.4.3 PROCEDURES

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause. The Contractor will update the C-QCMP as needed for repeat complaint.

Any adjustments to the C-QCMP must be approved by the Contracting Officer to ensure and duties performed by the Contractor are within scope of the contract terms and conditions.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.2522 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The 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 FAR CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.242-15	STOP-WORK ORDER (AUG 1989) *
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE

The performance period of this contract begins on the effective date of the award and will continue for 12 months, with four (4), one-year optional periods of performance. The initial period of performance includes any transition period authorized under the contract.

The Contracting Officer may choose to delay the effective date if the Contractor does not submit Certification of Insurance in a timely manner.

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

DELIVERABLE	DUE DATE
Certificate of Insurance (H.5)	7 days after date of contract award if not furnished with proposal
Final Contractor Quality Control Management Plan	7 days after date of contract award
Recruitment Plan	7 days after date of contract award
Housing Plan (Exhibit C)	7 days after date of contract award
Transition Plan (H.6)	10 days after date of contract award
Names, biographic data, police clearance of contractor personnel (H.1)	20 days after date of contract award
Ground Maintenance Plan (C.4.5 & C.6.2)	30 days after date of contract award
Pruning Schedule (C.6.2)	30 days after date of contract award
The Contractor work schedules (C.4.2)	Monthly
Horticulturist biannual report	Twice a year

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for the contract is Mechanical Engineer.

G.1.2 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.

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices including NAIC Code for each SUBCLIN electronically to the Contracting Officer's Representative (COR) through the Financial Management Office (FMO) at the following address:

Designated Billing Office
Embassy of the United States of America
P.O. Box 94309
Riyadh- 11693, Kingdom of Saudi Arabia
Tel: +966-11-835-4000
Email: RIYADHDBO@STATE.GOV

G.2.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

(f) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under the contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) Amount of Insurance. The Contractor is required 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:

General Liability

1. Bodily Injury, On or Off the Site, in Sarudi Arabian Riyals.	
Per Occurrence	SAR 500,000.00
Cumulative	SAR 500,000.00
2. Property Damage, On or Off the Site, in Saudi Arabian Riyals.	
Per Occurrence	SAR 500,000.00
Cumulative	SAR 500,000.00

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

For those Contractor employees assigned to the contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

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

(a) Any property of the Contractor,
(b) Its officers,
(c) Agents,
(d) Servants,
(e) Employees, or
(f) Any other person,
arising from, and incidental to, the Contractor's performance of this contract.

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

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

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. If Contractor is self-insured, then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.6 TRANSITION PLAN

Within Thirty (30) days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for services defined in Section C and the Exhibits in Section J of this contract. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

SECTION I - CONTRACT CLAUSES

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

The 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 FAR CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSES	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020). Alternate I (NOV 2021)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
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)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-90	OFFEROR IDENTIFICATION
52.204-91	CONTRACTOR IDENTIFICATION.
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

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

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

52.216-4 ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL (Jan 2017)

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

52.222-50 COMBATTING TRAFFICKING IN PERSONS (NOV 2021)

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)

52.228-3 WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)

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

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

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

52.232-1 PAYMENTS (APR 1984)

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)

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

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

52.233-1 DISPUTES (MAY 2014) – Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

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

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate II (APR 1984)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).
(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.
(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(x) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(xi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).
(2) Listed below are additional clauses that apply:
(i) 52.232-1, Payments (Apr 1984).
(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
(iii) 52.232-11, Extras (Apr 1984).
(iv) 52.232-25, Prompt Payment (Jan 2017).
(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
(vi) 52.233-1, Disputes (May 2014).
(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Nov 2024).
(viii) 52.253-1, Computer Generated Forms (Jan 1991).
(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).
(iii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).
(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).
(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).
(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).
(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.
(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).
(xviii)
(A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-
(1) Is set aside for small business concerns; or
(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).
(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components.
[*Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).*])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).
(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).
(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).
(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).
(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).
(2) Listed below are additional clauses that may apply:
(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)
(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).
(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
(v) 52.247-34, F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).
(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____

_____

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

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated the contract for default, such termination shall be deemed a termination for convenience.
(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.217-8 <u>OPTION TO EXTEND SERVICES (NOV 1999)</u>

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS.

As prescribed in 29.402-3(b), insert the following clause:

Tax on Certain Foreign Procurements (Date)

(a) Definitions. As used in this clause—

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(i) Is a foreign person; and

(ii) Has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding; and

(iii) Certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax; then the Contractor shall–

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

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

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

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

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

(1) Included in the contract price; nor

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

(End of clause)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances

during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

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

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

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

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

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

(1) Included in the contract price; nor
(2) Reimbursed.

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

(End of clause)

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

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

(End of clause)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

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 the contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

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

(End of clause)

652.215-70 EXAMINATION OF RECORDS

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

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

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

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

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

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli 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 letter of credit which contains any condition or requirement against doing business with the State of Israel.

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

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

This is to certify that the item(s) covered by the contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule. The Contractor shall use a photocopy of the contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (SEP 2025)

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

Date	U.S. Holidays	Saudi Holidays
January 1	New Year's Day	
January 18	Martin Luther King Jr.'s Birthday	
January 20	Inauguration day	
February 15	Washington's Birthday	
February 22		**Saudi Founding Day (tentative)*
March 19 to 24		**Rama dan/ Eid Al Fitr 1447H*
May 24	Memorial Day	
May 25 to 28		**Haj/ Eid Al Adha 1447H*
June 19	Juneteenth Day	
July 5	Independence Day	
September 6	Labor Day	
September 23		Saudi National Day
October 11	Columbus Day	
November 11	Veteran's Day	
November 26	Thanksgiving Day	
December 24	Christmas Day	

**Exact local holiday is expected to be confirmed by the Saudi Authorities.*

Note: Please refer to , https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview for yearly Federal holidays.

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

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

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

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

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

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

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

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

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to the 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 J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

EXHIBIT A - LOCATIONS FOR LANDSCAPE CARE AND MAINTENANCE SERVICES

EXHIBIT B - CONTRACTOR FURNISHED MATERIALS

EXHIBIT C - CONTRACTOR FURNISHED HOUSING FOR WORKERS

J.2 EXHIBIT A

LOCATIONS FOR LANDSCAPE CARE AND MAINTENANCE SERVICE

All Standard Routine Services are to be delivered on regular Embassy working days

EXHIBIT A – 1 (Riyadh)

LOCATION	ADDRESS
Ambassador's Residence (Shenandoah) & lot 288	Diplomatic Quarter (See Section C for details)
DCM's Residence (Eleanor House)	Diplomatic Quarter (Taybah Area)
Chancery	Diplomatic Quarter (Section E-3)
GSO/Annex	Wadi Arqa

U.S. GOVERNMENT OWNED RESIDENTIAL

SENIOR OFFICER'S RESIDENCES ALL LOCATED IN DIPLOMATIC QUARTER
CLUSTERS: A, I, L, M (Common Areas Only)

A - Lots 286 & 287 Section E-12
I - Lots 392, 393, 394, Section E-11
L - Lots 137, 138, 139 &140 Section E-18
M - Lots 340 & 341 Section E-11

Villa E-326 (Additional housing unit for YAU CMR)
Villa C-526 (Additional housing unit for YAU DCMR)

STAFF HOUSING ALL LOCATED IN DIPLOMATIC QUARTER
CLUSTERS: B, C, D, E, G, H, J, Ka, Kb (Common Areas Only)
B - Lots 170 & 171 Section E-16
C - Lots 102, 103, 104 & 105 Section E-19
D - Lots 28, 29, 30 & 31 Section E-3
E - Lots 409, 410, Section E-6
G - Lots 295, 296, 297, 298, 299 & 300, Section E-12
H - Lots 234 & 235 Section E-17
J - Lots 176, 178, 183, 188 &190 Section E-5
Ka - Lots 307 & 310 Section E-10
Kb - Lots 369 Section E-10

J.3 EXHIBIT B

CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service.

Uniforms, including hats/caps and sweaters and/or jackets for winter season

Gardening and landscape tools, including rakes, shovels, saws, trash cans, garden hoses, sprinklers, and all other similar equipment required to maintain and aerate beds, facilitate weeding, pruning and to maintain gardens, containers, in clean, neat and good condition.

Brooms, sweepers, mops, cherry pickers, cleaning cloths, plants, flowers, fertilizer, seeds, and all other implements required to perform the cleaning services, and trash and debris removal required by the contractor.

FULLY COMPLIANCE OF COMBATING TRAFFICKING IN PERSONS AS PER SAUDI ARABIA LABOR LAW AND US GOVERNMENT FEDERAL ACQUISITION REGULATION FAR 52-222.50

If the Contractor provides housing to their employees, provide information and evidence if the housing requirements are in accordance with the Saudi Arabia Labor laws and regulations (SEE EXHIBIT-C FOR MORE DETAILS)

J.3 EXHIBIT C

CONTRACTOR FURNISHED HOUSING FOR WORKERS

The Contractor is required to provide room and board for each of the workers which include at a minimum the following items: single size bed and bedding assigned to each individual, bathroom facilities, lounge area, common area and kitchen area with storage available for each worker. These facilities shall be cleaned and maintained to minimize the potential health risks by the Contractor. Equipment to maintain the facilities such as brooms, dustpans, vacuums, and fire extinguishers shall be provided for workers' usage if required.

Housing Plan

1. The Contractor will submit a Housing Plan if the Contractor intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their plan that housing meets host country's housing and safety standards and local codes or explain any variance.

2. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

3. The Department of State Contractor will treat employees with respect and dignity by taking the following actions:

1) Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

2) Contractor shall provide employees with signed copies of their employment contracts, in English and the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. These contracts must be provided prior to employee departure from their countries of origin.
Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.

3) Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at http://www.state.gov/g/tip or from the Contracting Officer.

4) The Contractor shall brief employees on the requirements of the FAR 52.222-50

Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

5) Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

6) Contractor shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.

7) Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

8) The Contractor agrees to include this clause in all subcontracts over $150,000 involving recruitment of third country nationals for subcontractor performance. On contracts for other than commercially available off the shelf items, Contractor will certify with the submission of their proposal and annually thereafter that the Contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. Contracting Officer Representatives (CORs) shall evaluate Housing Plan compliance with random, at least semi-annual inspections. Inspections shall be coordinated with Regional Security Officers to ensure the safety of inspection personnel. Inspections should include a commonsense evaluation of living conditions taking into account local standards, contract requirements, and the Contractor's Housing Plan. CORs may consider local government inspection and certification of housing if available, but final evaluation and determination of acceptability rests with the COR.

RECRUITMENT OF THIRD COUNTRY NATIONALS (TCNS) FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (DECEMBER 4, 2014)

1. Where contracts exceeding the Simplified Acquisition Threshold will require the recruitment of TCNs, the offeror is required to submit a **Recruitment Plan** as part of their proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plans must:

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.

b. Explain how the contractor intends to attract candidates and the recruitment strategy, including the recruiter.

c. State in the offer that the recruited employees will not be charged recruitment fees as defined in FAR 22.1702 and FAR 52.22-50. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State contracts.

d. *Recruitment fees* mean fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising:

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

e. Recruitment fees included by the prime contractor in the contract price must be allowable by country law, allocable to the contract based on benefit to the program, and reasonable based on what a prudent businessperson would pay for similar expenses and charges. The reasonableness of recruitment fees should be assessed based on the reasonableness of the individual components.

f. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.

g. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes. Contractor shall comply with any Temporary Labor Camp standards contained in their contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will prevent human trafficking and treat employees with respect and dignity by taking the following actions:

a. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents, passports, or immigration documents. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

b. Contractor shall provide employees with signed copies of the/their employment contracts that are in a language the worker understands and define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Fraudulent recruiting practices, including deliberately misleading information, will be considered a material breach of this contract.

c. Contractor shall provide all employees with the Department's "Know Your Rights" poster and document that employees have been briefed on the contents of the poster. The English language version is available at posters and accompanying directions or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against procuring commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer's Representative.

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the TCNs being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline, StateOIG.gov/Hotline at 202-647-3320 or 1-800-409-9926 or via email at WPEAombuds@stateoig.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers who have traveled from other countries for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; including an employee who is a victim of trafficking seeking victim services and/or

legal redress in the country of employment and/or is a witness in a trafficking-related enforcement action.

g. Contractor shall monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

h. The contractor agrees to include this clause in all subcontracts over the simplified acquisition threshold involving recruitment of third country nationals for subcontractor performance.

5. For contracts or subcontracts other than commercially available off the shelf items with performance overseas valued at $500,000 or more, offerors will certify with the submission of their proposal and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent human trafficking and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief of the signatory, neither the prime nor its agents nor subcontractor have engaged in any trafficking related activities, including the procurement of a commercial sex act during the period of the contract, the use of forced labor in the performance of the contract, acts that support or facilitate trafficking in persons such as destroying or confiscating employees' documents or failing to provide return transportation, soliciting employees by use of fraud or charging recruitment fees or providing sub-standard housing described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. The certification will also confirm that if any violations have been found, the contractor has taken the appropriate remedial and referral actions.

6. Contractors and subcontractors can find a model compliance plan, a sample code of conduct, a supplier/subcontractor self-assessment questionnaire, and criteria to select and monitor labor recruiters on the Responsible Sourcing Tool website (www.responsiblesourcingtool.org) The Responsible Sourcing Tool is designed to assist Federal contractors, in identifying human trafficking or trafficking-related activities in their supply chains and developing effective management systems to prevent and mitigate these activities. The tool enables Federal contractors and other entities to visualize human trafficking risks by location, industry sector and commodity.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.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 and

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

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

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

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2024)

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

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

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

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

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

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98) - RESERVED

K.4. 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 products and commercial services as defined in Federal Acquisition Regulation 2.101.
(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–
(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section

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

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

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

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

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

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

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
(d) Do not submit an offer unless—
(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or
(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).
(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.5. 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:
Telephone Number:
Address:

K.6 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

K.7 THE FOLLOWING PROVISION IS INCORPORATED BY REFERENCE:

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

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (Sep 2023)

This is a combined FAR Part 12 and FAR Part 15 acquisition. Offerors not following the instructions outlined in this solicitation shall be deemed to be noncompliant to the solicitation instructions and will not be given further consideration.

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

L.1 SUBMISSION OF OFFERS

L.1.1 Summary of Instructions. Each offer must consist of the following:
L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.
L.1.1.2. Information demonstrating the offeror's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Saudi Arabia or plans to establish an office within 30 days of contract award.
(3) The offeror shall provide proof of SAM registration to include the SAM UEI number.
(4) List of clients over the past five (5) years, demonstrating prior experience with relevant past performance information and references (provide 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 Saudi Arabia, 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.

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

(6) 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.

If the Contracting Officer authorizes subcontractor performance in accordance with the work requirements set forth in the Performance Work Statement (PWS), and pursuant to DOSAR 652.242-73, AUTHORIZATION AND PERFORMANCE, the Contractor shall provide, for each proposed joint venture or subcontractor, evidence of a valid joint venture or subcontracting agreement. Such agreement(s) must clearly delineate the respective responsibilities of each entity involved, including but not limited to, the scope of work to be performed by each party, management and oversight responsibilities, and the allocation of resources. The agreement(s) must also specify the lines of communication and authority between the entities, ensuring effective coordination and contract compliance.
The Contractor shall submit the required documentation to the Contracting Officer for review and approval prior to the commencement of any work by the joint venture or subcontractor. No work by a joint venture or subcontractor may begin until the Contracting Officer has provided written approval of the submitted agreement(s).

The Contractor shall develop, implement, and maintain a comprehensive Quality Control Management Plan (QCMP) for all work performed under this contract. The QCMP shall detail the procedures, processes, and resources the Contractor will use to ensure that all services and deliverables meet the contract requirements and applicable standards.

At a minimum, the QCMP shall include:

1. Organizational Structure: Identification of personnel responsible for quality control, including their roles, qualifications, and lines of authority.
2. Inspection and Testing Procedures: Methods for inspecting and testing materials, equipment, and work processes to verify compliance with contract specifications.
3. Documentation and Reporting: Procedures for documenting inspections, tests, deficiencies, and corrective actions, and for submitting quality control reports to the Contracting Officer as required.
4. Corrective Action Process: Steps for identifying, reporting, and correcting deficiencies or non-conformances in a timely manner.
5. Continuous Improvement: Methods for reviewing and improving quality control processes throughout the contract period.

The Contractor shall submit the QCMP to the Contracting Officer for review and approval within [insert number] days of contract award. The Contractor shall not commence work until

the QCMP is approved. The Contractor shall update the QCMP as necessary and submit revisions for approval.

(7) The offeror's strategic plan for Landscape Care and Maintenance Service to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement (PWS).

(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.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

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

L.1.2. Proprietary Data.

Offeror shall specifically identify by page(s), paragraph(s), and sentence(s), and shall not generalize any information considered to be proprietary data.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISIONS ARE INCORPORATED BY REFERENCE:

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.212-1 INSTRUCTIONS TO OFFERORS INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN

52.237-1 SITE VISIT (APR 1984) 52

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding a firm fixed-price, with economic price adjustment contract resulting from this solicitation. For temporary additional services separate purchase orders will be issued as needed.

52.2332 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past three (3) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.

L.5 PRE-PROPOSAL CONFERENCE.

1. The Government will hold a pre-proposal conference to discuss the requirements of this solicitation on Tuesday, June 23, 2026, at 10:00 hrs. in the Embassy. Offerors interested in attending should contact the following individual:

Contracting Officer	+966-11-835-4000
Name	Telephone Number
RiyadhContracting@state.gov	
Email	

NOTE TO INTERESTED VENDORS* – Due to security concerns, all offerors must contact the above U.S. Government representative and email the names and company name of all individuals who will represent the company at the pre-proposal conference. On the date of the pre-proposal conference, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry.

2. Offerors should submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided on Standard Form 33 or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

3. Attendees may also bring written questions to the proposal conference. If the answer requires research, there is no guarantee that the question will be answered at that conference.

4. No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.6 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

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

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.
(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Kenneth L. Meyer, at +966-11-835-4000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.7 652.214-71 AUTHORIZATION TO PERFORM (DEC 1994)

The Contractor warrants that:

(a) it has obtained authorization to operate and do business in the country or countries in which the contract will be performed;
(b) it has obtained all necessary licenses and permits required to perform this contract; and
(c) it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals following Section L. Proposals shall meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2. Basis for Award.
The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation
The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability
The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1.2, including a review of the offeror's proposed project manager to ensure that he or she is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2(3) to verify quality of past performance.

c) Price
The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in Section B.

d) Responsibility
The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

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

The Government reserves the right to reject proposals that are unreasonably low or high in price. The Government will notify unsuccessful offerors as required by FAR 15.503.

M.1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR Part 15, the Contracting Officer may hold discussions if it is the best interest to the Government.

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

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

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

(b) For acquisitions conducted using negotiation procedures—

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

M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, temporary additional services, and materials/equipment to obtain a total price evaluation

M.4 SEPARATE CHARGES

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