SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 19TC1026R0003	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) [x] NEGOTIATED (RFP)	3. DATE ISSUED June 9, 2026	PAGE OF PAGES 1 of 137

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR15848880	6. PROJECT NO.

7. ISSUED BY CODE 19TC10	8. ADDRESS OFFER TO
Contracting Officer American Embassy Abu Dhabi, United Arab Emirates	Contracting Officer American Embassy Abu Dhabi, United Arab Emirates

9. FOR INFORMATION CALL: →	A. NAME Gregory Stoneberg	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)*** 02-414-2443

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identifying no., date):*

Section B – Supplies or Services and Prices/Costs
Section C – Description/Specifications/Work Statement
Section D – Packaging and Marking
Section E – Inspection and Acceptance
Section F – Deliveries or Performance
Section G – Contract Administration Data
Section H – Special Contract Requirements
Section I – Contract Clauses
Section J – List of Documents, Exhibits
Section K – Representations, Certifications, and Other Statements of Offerors
Section L – Instructions, Conditions, and Notices to Offerors
Section M – Evaluation Factors for Award

11. The Contractor shall begin performance within _10___ calendar days and complete it within _365___ calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* ☒ YES ☐ NO	12B. CALENDAR DAYS ☒ YES 10 days after award

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _soft__ copies to perform the work required are due at the place specified in Item 8 by _4pm__ local time _July 8, 2026___. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _90__ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (*Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR (*Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS (*Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _120_____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS ➔

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD (*To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ➔	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE	19TC10	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (*Contractor is required to sign this document and return _soft_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work; requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	☐ 29. AWARD (*Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER (*Type or print)* Gregory Stoneberg

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all make-ready services for residences in the United Arab Emirates as described in Sections B and C of the solicitation, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

This is a firm-fixed price, Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract with economic price adjustment for make-ready services. Orders will be issued based on FAR Subpart 16.507-2. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies; however, awardees will be given a fair opportunity to respond to oral requests for task order proposal requests for which the awardee of the task order will be given a written task order within three days following selection.

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.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in Section B.3. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

B.3.1 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.

B.3.2 CURRENCY

All prices shall be in local currency, United Arab Emirates Dirham (AED).

B.3.3 BASE YEAR PRICES (starting on the date stated in the contract award and continue for a period of 12 months)

CLIN 0001	Sub-CLIN	**Description of Service** NAICS Code: 236118 Addition, alteration and renovation of multifamily and residential building	Unit of Measure	Estimated Quantity	Price per Unit in AED	Total Estimated Price in AED
	001	Provide plumbing services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Plumbing Standard section C.2.1				
	001.a	Install cold water supply to clothes washer including SS body water filter	Each	25		
	001.b	Install hot water supply to clothes washer including SS body water filter but excluding water heater	Each	25		
	001.c	Provide PVC pipe drain connection for clothes washer with stand pipe to nearest drain	Each	15		
	001.d	Provide flexible aluminum duct connection from vent port of clothes dryer to back-draft damper in wall	Each	30		
	001.e	Install back draft damper in wall for flexible aluminum duct connection for clothes dryer	Each	30		

	001.f	Provide cold water supply and drain connection for dish washer	Each	10		
	001.g	Install kitchen sink mounted water filter for drinking water including long neck faucet and water connection from angle valve under sink	Each	25		
	001.h	Install kitchen wall mounted water filter for drinking water including water connection from angle valve under sink	Each	15		
	001.i	Install cold water supply to clothes washer excluding SS body water filter	Each	15		
	001.j	Install hot water supply to clothes washer excluding SS body water filter and water heater	Each	15		
	001.k	Provide only SS body water filter	Each	25		
	001.l	Install duct-in fan for laundry exhaust duct, 4inch diameter connection, single speed, Tempest or approved equal	Each	25		
	002	Provide electrical maintenance service per Electrical Standard section C.2.2				
	002.a	Replace the existing single phase MCB of size range 10Amp to new 40Amp / 240Volt MCB	Each	40		

	002.b	Replace the existing three phase MCB of size range 32Amp to new 100Amp / 415Volt MCB	Each	25		
	002.c	Replace the existing single phase RCBO of size range 16Amp to 45Amp / 240Volt RCBO	Each	35		
	002.d	Replace the existing three phase RCCB of size range 40Amp to 100Amp / 415Volt RCCB	Each	25		
	002.e	Replace the existing 13Amp / 240Volt duplex receptacle & switch with new one	Each	50		
	002.f	Replace the existing two-way light switch & cover plate with new one	Each	15		
	002.g	Replace the existing outdoor type 13Amp / 240Volt receptacle & switch with new one	Each	30		
	002.h	Replace the existing outdoor type 13Amp / 240Volt duplex receptacle & switch with new one	Each	30		
	002.i	Replace 9W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.j	Replace 11W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.k	Replace 18W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		

	002.l	Replace 23W CFL/LED energy saver bulb with a new one, as needed	Each	500		
	002.m	Replace 40W to 100W incandescent bulb, as needed	Each	75		
	002.n	Replace 150mm diameter window mounted exhaust fan with louvers with a new one of KDK make or approved equal	Each	15		
	002.o	Install 255mm dia flexible metal conduits for existing exposed wiring	Meter	200		
	003	Provide electrical services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Electrical Standard section C.2.2				
	003.a	Install a new 13Amp / 240Volt RCD receptacle for 10mA trip rating	Each	75		
	003.b	Install a new 13Amp / 240Volt RCD duplex receptacle for 10mA trip rating	Each	75		
	003.c	Install a new 20Amp / 240Volt RCBO for receptacle circuit / dish washer for 10mA trip rating	Each	100		
	003.d	Install a new 32Amp / 240Volt RCBO for receptacle circuit for 10mA trip rating	Each	100		
	003.e	Install a new 45Amp / 240Volt power	Each	50		

		connector for clothes dryer				
	003.f	Install a new 45Amp / 240Volt RCBO for clothes dryer for 10mA trip rating	Each	50		
	003.g	Install a new 13Amp / 240Volt three pin fused plug for appliances and table lamps	Each	500		
	003.h	Install a new 45Amp / 240Volt cooker switch with indication light	Each	75		
	003.i	Install a new 45Amp / 240Volt cooker outlet plate with terminal block	Each	50		
	003.j	Provide new wiring for duct-in fan for dryer exhaust, 6sq mm copper conductor / PVC insulated / 600 Volts rated, to be interconnected in series with dryer switch	Each	30		
	003.k	Provide wiring of 240volts, AC operated single phase cooker / dryer appliance with new 6 sq mm copper conductor, PVC insulated, 600 volts rated building wire from DB to cooker / dryer outlet	Each	30		
	003.l	Provide wiring of 415volts, AC operated three phase cooker / dryer appliance with new 4 sq mm copper	Each	125		

		conductor, PVC insulated, 600volts rated building wire from DB to cooker / dryer outlet Install a new 32-40A 3-phase circuit breaker and a 32-40A isolator.				
	004	Provide electrical services, Type-2, including supply and installation of materials, per specification section C.2.6.2 and as defined in below CLINs 014.2.a to 014.2.b				
	004.a	Install a new 13Amp outdoor type RCD receptacle for 10mA trip rating	Each	100		
	004.b	Install a new 13Amp outdoor type RCD duplex receptacle for 10mA trip rating	Each	100		
	005	Estimated DBA Insurance cost NAICS Code: 524126 Casualty insurance carriers, direct	Lot	1		
	006	5% VAT	Lot	1		
CLIN 0001	**Total of all Sub CLINS (Line items) Prices in AED**					

Total of all line-item prices: ***AED*** _____

Base Year Total: ***AED*** _____

B.3.4 Option year 1 Prices (starting on the date stated in the contract award and continuing for a period of 12 months)

CLIN 1001	Sub-CLIN	**Description of Service** NAICS Code: 236118 Addition, alteration and renovation of multifamily and residential building	Unit of Measure	Estimated Quantity	Price per Unit in AED	Total Estimated Price in AED
	001	Provide plumbing services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Plumbing Standard section C.2.1				
	001.a	Install cold water supply to clothes washer including SS body water filter	Each	25		
	001.b	Install hot water supply to clothes washer including SS body water filter but excluding water heater	Each	25		
	001.c	Provide PVC pipe drain connection for clothes washer with stand pipe to nearest drain	Each	15		
	001.d	Provide flexible aluminum duct connection from vent port of clothes dryer to back-draft damper in wall	Each	30		
	001.e	Install back draft damper in wall for flexible aluminum duct connection for clothes dryer	Each	30		

	001.f	Provide cold water supply and drain connection for dish washer	Each	10		
	001.g	Install kitchen sink mounted water filter for drinking water including long neck faucet and water connection from angle valve under sink	Each	25		
	001.h	Install kitchen wall mounted water filter for drinking water including water connection from angle valve under sink	Each	15		
	001.i	Install cold water supply to clothes washer excluding SS body water filter	Each	15		
	001.j	Install hot water supply to clothes washer excluding SS body water filter and water heater	Each	15		
	001.k	Provide only SS body water filter	Each	25		
	001.l	Install duct-in fan for laundry exhaust duct, 4inch diameter connection, single speed, Tempest or approved equal	Each	25		
	002	Provide electrical maintenance service per Electrical Standard section C.2.2				
	002.a	Replace the existing single phase MCB of size range 10Amp to new 40Amp / 240Volt MCB	Each	40		
	002.b	Replace the existing three phase MCB of size range 32Amp to	Each	25		

		new 100Amp / 415Volt MCB				
	002.c	Replace the existing single phase RCBO of size range 16Amp to 45Amp / 240Volt RCBO	Each	35		
	002.d	Replace the existing three phase RCCB of size range 40Amp to 100Amp / 415Volt RCCB	Each	25		
	002.e	Replace the existing 13Amp / 240Volt duplex receptacle & switch with new one	Each	50		
	002.f	Replace the existing two-way light switch & cover plate with new one	Each	15		
	002.g	Replace the existing outdoor type 13Amp / 240Volt receptacle & switch with new one	Each	30		
	002.h	Replace the existing outdoor type 13Amp / 240Volt duplex receptacle & switch with new one	Each	30		
	002.i	Replace 9W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.j	Replace 11W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.k	Replace 18W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.l	Replace 23W CFL/LED energy saver bulb with a new one, as needed	Each	500		

	002.m	Replace 40W to 100W incandescent bulb, as needed	Each	75		
	002.n	Replace 150mm diameter window mounted exhaust fan with louvers with a new one of KDK make or approved equal	Each	15		
	002.o	Install 255mm dia flexible metal conduits for existing exposed wiring	Meter	200		
	003	Provide electrical services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Electrical Standard section C.2.2				
	003.a	Install a new 13Amp / 240Volt RCD receptacle for 10mA trip rating	Each	75		
	003.b	Install a new 13Amp / 240Volt RCD duplex receptacle for 10mA trip rating	Each	75		
	003.c	Install a new 20Amp / 240Volt RCBO for receptacle circuit / dish washer for 10mA trip rating	Each	100		
	003.d	Install a new 32Amp / 240Volt RCBO for receptacle circuit for 10mA trip rating	Each	100		
	003.e	Install a new 45Amp / 240Volt power connector for clothes dryer	Each	50		
	003.f	Install a new 45Amp / 240Volt RCBO for	Each	50		

		clothes dryer for 10mA trip rating				
	003.g	Install a new 13Amp / 240Volt three pin fused plug for appliances and table lamps	Each	500		
	003.h	Install a new 45Amp / 240Volt cooker switch with indication light	Each	75		
	003.i	Install a new 45Amp / 240Volt cooker outlet plate with terminal block	Each	50		
	003.j	Provide new wiring for duct-in fan for dryer exhaust, 6sq mm copper conductor / PVC insulated / 600 Volts rated, to be interconnected in series with dryer switch	Each	30		
	003.k	Provide wiring of 240volts, AC operated single phase cooker / dryer appliance with new 6 sq mm copper conductor, PVC insulated, 600 volts rated building wire from DB to cooker / dryer outlet	Each	30		
	003.l	Provide wiring of 415volts, AC operated three phase cooker / dryer appliance with new 4 sq mm copper conductor, PVC insulated, 600volts rated building wire from DB to cooker / dryer outlet Install a new 32-40A 3-phase circuit breaker and a 32-40A isolator.	Each	125		

	004	Provide electrical services, Type-2, including supply and installation of materials, per specification section C.2.6.2 and as defined in below CLINs 014.2.a to 014.2.b				
	004.a	Install a new 13Amp outdoor type RCD receptacle for 10mA trip rating	Each	100		
	004.b	Install a new 13Amp outdoor type RCD duplex receptacle for 10mA trip rating	Each	100		
	005	Estimated DBA Insurance cost NAICS Code: 524126 Casualty insurance carriers, direct	Lot	1		
	006	5% VAT	Lot	1		
CLIN 1001	**Total of all Sub CLINS (Line items) Prices in AED**					

Total of all line-item prices: ***AED*** _____

Option Year 1 Total: ***AED*** _____

B.3.5 Option year 2 Prices (starting on the date stated in the contract award and continuing for a period of 12 months)

CLIN 2001	Sub-CLIN	**Description of Service** NAICS Code: 236118 Addition, alteration and renovation of multifamily and residential building	Unit of Measure	Estimated Quantity	Price per Unit in AED	Total Estimated Price in AED
	001	Provide plumbing services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Plumbing Standard section C.2.1				
	001.a	Install cold water supply to clothes washer including SS body water filter	Each	25		
	001.b	Install hot water supply to clothes washer including SS body water filter but excluding water heater	Each	25		
	001.c	Provide PVC pipe drain connection for clothes washer with stand pipe to nearest drain	Each	15		
	001.d	Provide flexible aluminum duct connection from vent port of	Each	30		

		clothes dryer to back-draft damper in wall				
	001.e	Install back draft damper in wall for flexible aluminum duct connection for clothes dryer	Each	30		
	001.f	Provide cold water supply and drain connection for dish washer	Each	10		
	001.g	Install kitchen sink mounted water filter for drinking water including long neck faucet and water connection from angle valve under sink	Each	25		
	001.h	Install kitchen wall mounted water filter for drinking water including water connection from angle valve under sink	Each	15		
	001.i	Install cold water supply to clothes washer excluding SS body water filter	Each	15		
	001.j	Install hot water supply to clothes washer excluding SS body water filter and water heater	Each	15		
	001.k	Provide only SS body water filter	Each	25		
	001.l	Install duct-in fan for laundry exhaust duct,	Each	25		

		4inch diameter connection, single speed, Tempest or approved equal				
	002	Provide electrical maintenance service per Electrical Standard section C.2.2				
	002.a	Replace the existing single phase MCB of size range 10Amp to new 40Amp / 240Volt MCB	Each	40		
	002.b	Replace the existing three phase MCB of size range 32Amp to new 100Amp / 415Volt MCB	Each	25		
	002.c	Replace the existing single phase RCBO of size range 16Amp to 45Amp / 240Volt RCBO	Each	35		
	002.d	Replace the existing three phase RCCB of size range 40Amp to 100Amp / 415Volt RCCB	Each	25		
	002.e	Replace the existing 13Amp / 240Volt duplex receptacle & switch with new one	Each	50		
	002.f	Replace the existing two-way light switch & cover plate with new one	Each	15		

	002.g	Replace the existing outdoor type 13Amp / 240Volt receptacle & switch with new one	Each	30		
	002.h	Replace the existing outdoor type 13Amp / 240Volt duplex receptacle & switch with new one	Each	30		
	002.i	Replace 9W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.j	Replace 11W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.k	Replace 18W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.l	Replace 23W CFL/LED energy saver bulb with a new one, as needed	Each	500		
	002.m	Replace 40W to 100W incandescent bulb, as needed	Each	75		
	002.n	Replace 150mm diameter window mounted exhaust fan with louvers with a new one of KDK make or approved equal	Each	15		

	002.o	Install 255mm dia flexible metal conduits for existing exposed wiring	Meter	200		
	003	Provide electrical services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Electrical Standard section C.2.2				
	003.a	Install a new 13Amp / 240Volt RCD receptacle for 10mA trip rating	Each	75		
	003.b	Install a new 13Amp / 240Volt RCD duplex receptacle for 10mA trip rating	Each	75		
	003.c	Install a new 20Amp / 240Volt RCBO for receptacle circuit / dish washer for 10mA trip rating	Each	100		
	003.d	Install a new 32Amp / 240Volt RCBO for receptacle circuit for 10mA trip rating	Each	100		
	003.e	Install a new 45Amp / 240Volt power connector for clothes dryer	Each	50		
	003.f	Install a new 45Amp / 240Volt RCBO for clothes	Each	50		

		dryer for 10mA trip rating				
	003.g	Install a new 13Amp / 240Volt three pin fused plug for appliances and table lamps	Each	500		
	003.h	Install a new 45Amp / 240Volt cooker switch with indication light	Each	75		
	003.i	Install a new 45Amp / 240Volt cooker outlet plate with terminal block	Each	50		
	003.j	Provide new wiring for duct-in fan for dryer exhaust, 6sq mm copper conductor / PVC insulated / 600 Volts rated, to be interconnected in series with dryer switch	Each	30		
	003.k	Provide wiring of 240volts, AC operated single phase cooker / dryer appliance with new 6 sq mm copper conductor, PVC insulated, 600 volts rated building wire from DB to cooker / dryer outlet	Each	30		

	003.l	Provide wiring of 415volts, AC operated three phase cooker / dryer appliance with new 4 sq mm copper conductor, PVC insulated, 600volts rated building wire from DB to cooker / dryer outlet Install a new 32-40A 3-phase circuit breaker and a 32-40A isolator.	Each	125		
	004	Provide electrical services, Type-2, including supply and installation of materials, per specification section C.2.6.2 and as defined in below CLINs 014.2.a to 014.2.b				
	004.a	Install a new 13Amp outdoor type RCD receptacle for 10mA trip rating	Each	100		
	004.b	Install a new 13Amp outdoor type RCD duplex receptacle for 10mA trip rating	Each	100		
	005	DBA Insurance NAICS Code: 524126 Casualty insurance carriers, direct	Lot	1		
	006	5% VAT	Lot	1		

CLIN 2001	**Total of all Sub CLINS (Line items) Prices in AED**		

Total of all line-item prices: ***AED*** _____

Option Year 2 Total: ***AED*** _____

B.3.6 Option year 3 Prices (starting on the date stated in the contract award and continuing for a period of 12 months)

CLIN 3001	Sub-CLIN	**Description of Service** NAICS Code: 236118 Addition, alteration and renovation of multifamily and residential building	Unit of Measure	Estimated Quantity	Price per Unit in AED	Total Estimated Price in AED
	001	Provide plumbing services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Plumbing Standard section C.2.1				
	001.a	Install cold water supply to clothes washer including SS body water filter	Each	25		
	001.b	Install hot water supply to clothes washer including SS body water filter but excluding water heater	Each	25		
	001.c	Provide PVC pipe drain	Each	15		

		connection for clothes washer with stand pipe to nearest drain				
	001.d	Provide flexible aluminum duct connection from vent port of clothes dryer to back-draft damper in wall	Each	30		
	001.e	Install back draft damper in wall for flexible aluminum duct connection for clothes dryer	Each	30		
	001.f	Provide cold water supply and drain connection for dish washer	Each	10		
	001.g	Install kitchen sink mounted water filter for drinking water including long neck faucet and water connection from angle valve under sink	Each	25		
	001.h	Install kitchen wall mounted water filter for drinking water including water connection from angle valve under sink	Each	15		
	001.i	Install cold water supply to clothes washer excluding SS body water filter	Each	15		
	001.j	Install hot water supply to clothes washer excluding	Each	15		

		SS body water filter and water heater				
	001.k	Provide only SS body water filter	Each	25		
	001.l	Install duct-in fan for laundry exhaust duct, 4inch diameter connection, single speed, Tempest or approved equal	Each	25		
	002	Provide electrical maintenance service per Electrical Standard section C.2.2				
	002.a	Replace the existing single phase MCB of size range 10Amp to new 40Amp / 240Volt MCB	Each	40		
	002.b	Replace the existing three phase MCB of size range 32Amp to new 100Amp / 415Volt MCB	Each	25		
	002.c	Replace the existing single phase RCBO of size range 16Amp to 45Amp / 240Volt RCBO	Each	35		
	002.d	Replace the existing three phase RCCB of size range 40Amp to	Each	25		

		100Amp / 415Volt RCCB				
	002.e	Replace the existing 13Amp / 240Volt duplex receptacle & switch with new one	Each	50		
	002.f	Replace the existing two-way light switch & cover plate with new one	Each	15		
	002.g	Replace the existing outdoor type 13Amp / 240Volt receptacle & switch with new one	Each	30		
	002.h	Replace the existing outdoor type 13Amp / 240Volt duplex receptacle & switch with new one	Each	30		
	002.i	Replace 9W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.j	Replace 11W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.k	Replace 18W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.l	Replace 23W CFL/LED energy saver bulb with a	Each	500		

		new one, as needed				
	002.m	Replace 40W to 100W incandescent bulb, as needed	Each	75		
	002.n	Replace 150mm diameter window mounted exhaust fan with louvers with a new one of KDK make or approved equal	Each	15		
	002.o	Install 255mm dia flexible metal conduits for existing exposed wiring	Meter	200		
	003	Provide electrical services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Electrical Standard section C.2.2				
	003.a	Install a new 13Amp / 240Volt RCD receptacle for 10mA trip rating	Each	75		
	003.b	Install a new 13Amp / 240Volt RCD duplex receptacle for 10mA trip rating	Each	75		
	003.c	Install a new 20Amp / 240Volt RCBO for receptacle circuit / dish washer for 10mA trip rating	Each	100		

	003.d	Install a new 32Amp / 240Volt RCBO for receptacle circuit for 10mA trip rating	Each	100		
	003.e	Install a new 45Amp / 240Volt power connector for clothes dryer	Each	50		
	003.f	Install a new 45Amp / 240Volt RCBO for clothes dryer for 10mA trip rating	Each	50		
	003.g	Install a new 13Amp / 240Volt three pin fused plug for appliances and table lamps	Each	500		
	003.h	Install a new 45Amp / 240Volt cooker switch with indication light	Each	75		
	003.i	Install a new 45Amp / 240Volt cooker outlet plate with terminal block	Each	50		
	003.j	Provide new wiring for duct-in fan for dryer exhaust, 6sq mm copper conductor / PVC insulated / 600 Volts rated, to be interconnected in series with dryer switch	Each	30		
	003.k	Provide wiring of 240volts, AC operated single phase cooker /	Each	30		

		dryer appliance with new 6 sq mm copper conductor, PVC insulated, 600 volts rated building wire from DB to cooker / dryer outlet				
	003.1	Provide wiring of 415volts, AC operated three phase cooker / dryer appliance with new 4 sq mm copper conductor, PVC insulated, 600volts rated building wire from DB to cooker / dryer outlet Install a new 32-40A 3-phase circuit breaker and a 32-40A isolator.	Each	125		
	004	Provide electrical services, Type-2, including supply and installation of materials, per specification section C.2.6.2 and as defined in below CLINs 014.2.a to 014.2.b				
	004.a	Install a new 13Amp outdoor type RCD receptacle for 10mA trip rating	Each	100		
	004.b	Install a new 13Amp outdoor type RCD duplex	Each	100		

		receptacle for 10mA trip rating				
	005	Estimated DBA Insurance Cost NAICS Code: 524126 Casualty insurance carriers, direct	Lot	1		
	006	5% VAT	Lot	1		
CLIN 3001	**Total of all Sub CLINS (Line items) Prices in AED**					

Total of all line-item prices: ***AED*** _____

Option Year 3 Total: ***AED*** _____

B.3.7 Option year 4 Prices (starting on the date stated in the contract award and continuing for a period of 12 months)

CLIN 4001	Sub-CLIN	**Description of Service** NAICS Code: 236118 Addition, alteration and renovation of multifamily and residential building	Unit of Measure	Estimated Quantity	Price per Unit in AED	Total Estimated Price in AED
	001	Provide plumbing services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Plumbing Standard section C.2.1				
	001.a	Install cold water supply to clothes washer including	Each	25		

		SS body water filter				
	001.b	Install hot water supply to clothes washer including SS body water filter but excluding water heater	Each	25		
	001.c	Provide PVC pipe drain connection for clothes washer with stand pipe to nearest drain	Each	15		
	001.d	Provide flexible aluminum duct connection from vent port of clothes dryer to back-draft damper in wall	Each	30		
	001.e	Install back draft damper in wall for flexible aluminum duct connection for clothes dryer	Each	30		
	001.f	Provide cold water supply and drain connection for dish washer	Each	10		
	001.g	Install kitchen sink mounted water filter for drinking water including long neck faucet and water connection from angle valve under sink	Each	25		
	001.h	Install kitchen wall mounted water filter for drinking water including water	Each	15		

		connection from angle valve under sink				
	001.i	Install cold water supply to clothes washer excluding SS body water filter	Each	15		
	001.j	Install hot water supply to clothes washer excluding SS body water filter and water heater	Each	15		
	001.k	Provide only SS body water filter	Each	25		
	001.l	Install duct-in fan for laundry exhaust duct, 4inch diameter connection, single speed, Tempest or approved equal	Each	25		
	002	Provide electrical maintenance service per Electrical Standard section C.2.2				
	002.a	Replace the existing single phase MCB of size range 10Amp to new 40Amp / 240Volt MCB	Each	40		
	002.b	Replace the existing three phase MCB of size range 32Amp to new 100Amp / 415Volt MCB	Each	25		
	002.c	Replace the existing single phase RCBO of size range 16Amp	Each	35		

		to 45Amp / 240Volt RCBO				
	002.d	Replace the existing three phase RCCB of size range 40Amp to 100Amp / 415Volt RCCB	Each	25		
	002.e	Replace the existing 13Amp / 240Volt duplex receptacle & switch with new one	Each	50		
	002.f	Replace the existing two-way light switch & cover plate with new one	Each	15		
	002.g	Replace the existing outdoor type 13Amp / 240Volt receptacle & switch with new one	Each	30		
	002.h	Replace the existing outdoor type 13Amp / 240Volt duplex receptacle & switch with new one	Each	30		
	002.i	Replace 9W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.j	Replace 11W CFL/LED energy saver bulb with a new one, as needed	Each	1,000		
	002.k	Replace 18W CFL/LED energy saver bulb with a	Each	1,000		

		new one, as needed				
	002.l	Replace 23W CFL/LED energy saver bulb with a new one, as needed	Each	500		
	002.m	Replace 40W to 100W incandescent bulb, as needed	Each	75		
	002.n	Replace 150mm diameter window mounted exhaust fan with louvers with a new one of KDK make or approved equal	Each	15		
	002.o	Install 255mm dia flexible metal conduits for existing exposed wiring	Meter	200		
	003	Provide electrical services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Electrical Standard section C.2.2				
	003.a	Install a new 13Amp / 240Volt RCD receptacle for 10mA trip rating	Each	75		
	003.b	Install a new 13Amp / 240Volt RCD duplex receptacle for 10mA trip rating	Each	75		
	003.c	Install a new 20Amp / 240Volt	Each	100		

		RCBO for receptacle circuit / dish washer for 10mA trip rating				
	003.d	Install a new 32Amp / 240Volt RCBO for receptacle circuit for 10mA trip rating	Each	100		
	003.e	Install a new 45Amp / 240Volt power connector for clothes dryer	Each	50		
	003.f	Install a new 45Amp / 240Volt RCBO for clothes dryer for 10mA trip rating	Each	50		
	003.g	Install a new 13Amp / 240Volt three pin fused plug for appliances and table lamps	Each	500		
	003.h	Install a new 45Amp / 240Volt cooker switch with indication light	Each	75		
	003.i	Install a new 45Amp / 240Volt cooker outlet plate with terminal block	Each	50		
	003.j	Provide new wiring for duct-in fan for dryer exhaust, 6sq mm copper conductor / PVC insulated / 600 Volts rated, to be interconnected in series with dryer switch	Each	30		

	003.k	Provide wiring of 240volts, AC operated single phase cooker / dryer appliance with new 6 sq mm copper conductor, PVC insulated, 600 volts rated building wire from DB to cooker / dryer outlet	Each	30		
	003.l	Provide wiring of 415volts, AC operated three phase cooker / dryer appliance with new 4 sq mm copper conductor, PVC insulated, 600volts rated building wire from DB to cooker / dryer outlet Install a new 32-40A 3-phase circuit breaker and a 32-40A isolator.	Each	125		
	004	Provide electrical services, Type-2, including supply and installation of materials, per specification section C.2.6.2 and as defined in below CLINs 014.2.a to 014.2.b				
	004.a	Install a new 13Amp outdoor type RCD	Each	100		

		receptacle for 10mA trip rating				
	004.b	Install a new 13Amp outdoor type RCD duplex receptacle for 10mA trip rating	Each	100		
	005	Estimated DBA Insurance cost NAICS Code: 524126 Casualty insurance carriers, direct	Lot	1		
	006	5% VAT	Lot	1		
CLIN 4001	**Total of all Sub CLINS (Line items) Prices in AED**					

Total of all line-item prices: ***AED*** _____

Option Year 4 Total: ***AED*** _____

B.3.8 52.217-8 – OPTION TO EXTEND SERVICES (6 MONTHS)

NOTE to Offerors: Offerors are encouraged to complete the following pricing table for price evaluation purposes and FAR Clause 52.217-8 Option to Extend Services for 6 months. The cost/price information provided will be used to evaluate the total price of the award for all options in 52.217-9 Option to Extend the Term of the Contract and 52.217-8 Option to Extend Services plus the total price for the basic requirement **ONLY**. *The price offered in the table below will not be included in the total contract award amount*; however, if you choose not to provide any cost/price information for each line item below, your Price Proposal will be considered incomplete, labeled as failure to follow instructions, and no further consideration will be given.

CLIN 5001	Sub-CLIN	**Description of Service** NAICS Code: 236118 Addition, alteration and renovation of multifamily and residential building	Unit of Measure	Estimated Quantity	Price per Unit in AED	Total Estimated Price in AED

	001	Provide plumbing services, Type-1, including supply and installation of materials, for laundry and kitchen appliances per Plumbing Standard section C.2.1				
	001.a	Install cold water supply to clothes washer including SS body water filter	Each	13		
	001.b	Install hot water supply to clothes washer including SS body water filter but excluding water heater	Each	13		
	001.c	Provide PVC pipe drain connection for clothes washer with stand pipe to nearest drain	Each	8		
	001.d	Provide flexible aluminum duct connection from vent port of clothes dryer to back-draft damper in wall	Each	15		
	001.e	Install back draft damper in wall for flexible aluminum duct connection for clothes dryer	Each	15		
	001.f	Provide cold water supply and	Each	5		

		drain connection for dish washer				
	001.g	Install kitchen sink mounted water filter for drinking water including long neck faucet and water connection from angle valve under sink	Each	13		
	001.h	Install kitchen wall mounted water filter for drinking water including water connection from angle valve under sink	Each	8		
	001.i	Install cold water supply to clothes washer excluding SS body water filter	Each	8		
	001.j	Install hot water supply to clothes washer excluding SS body water filter and water heater	Each	8		
	001.k	Provide only SS body water filter	Each	13		
	001.l	Install duct-in fan for laundry exhaust duct, 4inch diameter connection, single speed, Tempest or approved equal	Each	13		
	002	Provide electrical maintenance service per Electrical Standard section C.2.2				

	002.a	Replace the existing single phase MCB of size range 10Amp to new 40Amp / 240Volt MCB	Each	20		
	002.b	Replace the existing three phase MCB of size range 32Amp to new 100Amp / 415Volt MCB	Each	13		
	002.c	Replace the existing single phase RCBO of size range 16Amp to 45Amp / 240Volt RCBO	Each	18		
	002.d	Replace the existing three phase RCCB of size range 40Amp to 100Amp / 415Volt RCCB	Each	13		
	002.e	Replace the existing 13Amp / 240Volt duplex receptacle & switch with new one	Each	25		
	002.f	Replace the existing two-way light switch & cover plate with new one	Each	8		
	002.g	Replace the existing outdoor type 13Amp / 240Volt receptacle & switch with new one	Each	15		

	002.h	Replace the existing outdoor type 13Amp / 240Volt duplex receptacle & switch with new one	Each	15		
	002.i	Replace 9W CFL/LED energy saver bulb with a new one, as needed	Each	500		
	002.j	Replace 11W CFL/LED energy saver bulb with a new one, as needed	Each	500		
	002.k	Replace 18W CFL/LED energy saver bulb with a new one, as needed	Each	500		
	002.l	Replace 23W CFL/LED energy saver bulb with a new one, as needed	Each	250		
	002.m	Replace 40W to 100W incandescent bulb, as needed	Each	38		
	002.n	Replace 150mm diameter window mounted exhaust fan with louvers with a new one of KDK make or approved equal	Each	8		
	002.o	Install 255mm dia flexible metal conduits for existing exposed wiring	Meter	100		
	003	Provide electrical services, Type-1, including supply				

		and installation of materials, for laundry and kitchen appliances per Electrical Standard section C.2.2				
	003.a	Install a new 13Amp / 240Volt RCD receptacle for 10mA trip rating	Each	38		
	003.b	Install a new 13Amp / 240Volt RCD duplex receptacle for 10mA trip rating	Each	38		
	003.c	Install a new 20Amp / 240Volt RCBO for receptacle circuit / dish washer for 10mA trip rating	Each	50		
	003.d	Install a new 32Amp / 240Volt RCBO for receptacle circuit for 10mA trip rating	Each	50		
	003.e	Install a new 45Amp / 240Volt power connector for clothes dryer	Each	25		
	003.f	Install a new 45Amp / 240Volt RCBO for clothes dryer for 10mA trip rating	Each	25		
	003.g	Install a new 13Amp / 240Volt three pin fused plug for appliances and table lamps	Each	250		

	003.h	Install a new 45Amp / 240Volt cooker switch with indication light	Each	38		
	003.i	Install a new 45Amp / 240Volt cooker outlet plate with terminal block	Each	25		
	003.j	Provide new wiring for duct-in fan for dryer exhaust, 6sq mm copper conductor / PVC insulated / 600 Volts rated, to be interconnected in series with dryer switch	Each	15		
	003.k	Provide wiring of 240volts, AC operated single phase cooker / dryer appliance with new 6 sq mm copper conductor, PVC insulated, 600 volts rated building wire from DB to cooker / dryer outlet	Each	15		
	003.l	Provide wiring of 415volts, AC operated three phase cooker / dryer appliance with new 4 sq mm copper conductor, PVC insulated, 600volts rated building wire	Each	63		

		from DB to cooker / dryer outlet Install a new 32-40A 3-phase circuit breaker and a 32-40A isolator.				
	004	Provide electrical services, Type-2, including supply and installation of materials, per specification section C.2.6.2 and as defined in below CLINs 014.2.a to 014.2.b				
	004.a	Install a new 13Amp outdoor type RCD receptacle for 10mA trip rating	Each	50		
	004.b	Install a new 13Amp outdoor type RCD duplex receptacle for 10mA trip rating	Each	50		
	005	Estimated DBA Insurance cost NAICS Code: 524126 Casualty insurance carriers, direct	Lot	1		
	006	5% VAT	Lot	1		
CLIN 5001	**Total of all Sub CLINS (Line items) Prices in AED**					

B.3.8 GRAND TOTAL PRICE FOR BASE YEAR PLUS FOUR OPTION YEARS

Base Year Total CLIN 0001:	AED
First Option Year Total CLIN 1001:	AED
Second Option Year Total CLIN 2001:	AED
Third Option Year Total CLIN 3001:	AED
Fourth Option Year Total CLIN 4001:	AED
52.217-8 Option to Extend Services CLIN 5001:	AED
Grand Total Price for all Options:	**AED**

MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of USD 10,000. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed To Be Determined (TBD). This reflects the contract maximum.

B.4 ORDERING - The Government shall issue task orders for ordering all services under the contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of the solicitation. The solicitation shall take precedence in the event of conflict with any task order.

B.4.1 ORDERING PROCEDURES

At or Below Micro-Purchase Threshold. The Contracting Officer will issue a task order directly to a Contractor in the multiple award IDIQ contract that will meet the requirements of the requesting office. In emergency situations. the Contracting Officer may or may not issue a request for task order proposal. In the case of issuing a verbal request for a proposal with specified requirements, a written request for task order proposal will follow within three (3) days in which work may be required to start immediately. With approval of the Contracting Officer, the Contracting Officer's Representative may issue a verbal request for proposal.

The following information will be provided in verbal and written request for task order proposal (See the sample task order at Section J, Exhibit 2):

(a) Date of order
(b) Contract number
(c) Order number
(d) Location of property
(e) Amount of work (square meters or linear meters)

(f) Point of contact for questions

Above the Micro-Purchase Threshold and Below the Simplified Acquisition Threshold. Unless a J/A is issued to a specific Contractor under the multiple award IDIQ contract, the Contracting Officer will issue a Request for Task Order Proposal (RFTOP) to the IDIQ contract awardees. Selection will be based on lowest price. In some cases, and with approval from the Contracting Officer, the Contracting Officer's Representative will verbally request for task order proposal. Verbal request will be followed by a written request for task order proposal within 3 days. Awardees are required to submit a proposal or otherwise acknowledging receipt of the written request for proposal. IDIQ contract awardees must provide a proposal or submitting an email confirming the inability to fulfill the requirements in the written request for task order proposal.

(g) Date of order
(h) Contract number
(i) Order number
(j) Location of property
(k) Amount of work (square meters or linear meters
(l) Point of contact for questions

B.4.2 SURVEY OF PROPERTY - Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 TASK ORDER COMPLETION DATE – The Contractor shall complete all services on individual housing units within ten (10) days of receipt of a written task order depending on the level of work required to complete the task order requirements. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - U.S. Embassy Abu Dhabi requires the services of a contractor to perform make-ready services (preparation of residential units for occupancy, including all contract line items in this contract) tasks for U.S. Government-owned and leased properties.

The works required under contract shall be performed directly by the Prime contractor employees. Work shall not be subcontracted out.

The Embassy currently maintains 158 Short-Term Lease (STL) residences that require make-ready services for incoming or on-station personnel; this number may vary. The Government is contemplating awarding one or more IDIQ contract(s). The Contracting Officer will issue task orders as prescribed by FAR 16.507-2 Fair Opportunity Procedures.

The Contractor is required to assign a trained and experienced Project Coordinator to oversee the requested work within the approved schedule.

C.1.2 ENGLISH SPEAKING PROJECT COORDINATOR - The assigned Project Coordinator shall be coversant in English who shall be available at the assigned residences while performing the requested services designated by the Contracting Officer during normal Embassy working hours (see Section F.7) and shall have supervision as his/her sole function during the times s/he is on duty and be the Contractor's liaison with the Government.

C.1.3. PERSONNEL - The Contractor shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement. The Contractor's employees shall be at the assigned residences only for contractual duties and not for any other business or purposes.

C.2 STANDARDS

C.2.1 PLUMBING SERVICES

The Contractor shall perform the following plumbing repairs and use the checklist in Section J, Exhibit 4.

(a) The Contractor shall furnish all supplies and equipment needed for the repairs.

(b) All plumbing and drainage work shall be carried out in accordance with the latest International Plumbing Code (IPC) and applicable local standard.

(c) The contractor shall use approved, new, and good-quality materials suitable for potable water supply and sanitary drainage systems.

(d) Water supply piping shall be of approved Cpvc, Ppr, copper, or equivalent material, rated for the required pressure and temperature (16 bar or higher), with proper support, isolation valves, and insulation for hot water lines.

(e) Drainage and vent piping shall be of Upvc or equivalent Embassy FAC-approved material, installed with correct slopes, traps, cleanouts, and venting as per code to ensure smooth flow and prevent odor or backflow.

(f) All fittings, angle valves, traps, flexible hoses, pumps, and accessories shall be of high standard and installed in a neat and good manner.

(g) Water heaters shall be connected using rigid copper piping with pressure relief valves and all safety provisions as per code.

(h) Laundry water supply and drainage connections shall be properly sized and trapped, and laundry exhaust ducting, fan, and draft valve connections shall be securely installed, properly supported, and sealed, and vented to the outside in compliance with IPC and HVAC -mechanical ventilation standards.

(i) All systems shall be tested, flushed, and commissioned, once the repair work is completed.

C.2.2 ELECTRICAL SERVICES

The Contractor shall perform the following electrical services and use the checklist in Section J, Exhibit 4.

(a) The Contractor will provide all materials necessary to complete the quality work.

(b) Use appropriate PPEs prior performing any electrical related repair work.

(c) Use lock-out & tag-out prior commencing any electrical repair work.

(d) Use commercial graded materials, wiring supplies to perform the electrical wiring work. The Contractor proposed new wiring conductors shall be Ducab brand or Embassy approved equivalent barnd 600volts rated residential/building wires.

(e) Perform megger test when a new wiring work is done and complete prior energizing the circuit.

(f) The Contractor shall ensure that the replacement wall receptacles, plugs and outlets shall match with the existing residence's type/style and the voltage rating.

(g) When any wall receptacles, plugs and outlets replaced, it is the responsibility of the Contractor to ensure that the polarity of the terminals are not compromised.

(h) When replacing new RCDs/RCBOs, it is the responsibility of the Contractor to ensure that the sensitivity of the RCD/RCBO is remain same as the existing. Test the RCD/RCB once the work is complete.

(i) Turn off the light circuit when replace bulb/s. The replacement bulb/s shall be with the same type and temperature (kelvin) – color and voltage rating.

C.3 MAJOR REPAIRS

RESERVED

C.4 CONTRACTOR PERSONNEL

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.4.1 QUALIFICATION

The Contractor/personnel shall have the following criterion for their experiences at a minimum:

(a) Shall have an established business continuously operating with a permanent address and telephone listing in UAE for the past seven (7) years at a minimum in providing maintenance services for residential buildings.

(b) Shall have successfully completed at least ten (10) residential building maintenance services in the last five (5) years at a minimum in providing maintenance services for residential buildings to demonstrate their prior continuous building maintenance experience.

(c) At least two (2) numbers of residential building maintenance service contract/order services rendered each year since year 2020 and continuing to provide building maintenance contract/order services till present.

(d) Residential building maintenance contract/order with at least 12-month service period shall be considered as one number of experience and required to provide at least ten (10) numbers of building maintenance contracts in total.

(e) The Project Coordinator shall have five (5) years of continuous supervisory experience in residential building maintenance in managing maintenance crew with the tasks involved similar to the pricing table tasks of this solicitation at a minimum is required to perform make-ready services for task orders issued under this contract.

(f) The Contractor's technician/s shall have minimum of three (3) years of continuous experience in their respective trade in residential building maintenance at a minimum is required to perform make-ready services for task orders issued under this contract.

C.4.2. RESPONSIBILTIES OF THE CONTRACTOR

(a) The Contractor shall bear complete responsibility for management of work at site.

(b) The Embassy COR will coordinate and notify the Contractor for the exact date of make ready services to be performed at the assigned STL properties.

(c) It is the Contractor's responsibility to estimate the volume of work and supply the necessary materials, use the required number/s of appropriate tools/equipment to complete the task order work with-in approved number of days.

(d) The Contractor is required to submit Material Safety Data Sheet (MSDS) for the proposed liquid/materials (if to be used) and its application of the work.

(e) The Contractor shall assign a Project Coordinator to represent the Contractor and to manage the performance of work at site.

(f) The Project Coordinator shall have adequate English language skills to be able to communicate with CO and Property office.

(g) The Contractor shall carry out all requested activities described in the SOW and in case Contractor deputes portion of the activities to a sub-contractor; then this should be done by prior approval from the Contracting Officer.

(h) The Contractor shall bear complete responsibility and management control for the sub-contracted services and shall not depute the sub-contractor to represent the Contractor in dealings with the Embassy.

(i) The Contractor shall bear complete responsibility for safe performance of cleaning work at site and comply with all local laws pertaining to construction labor and safety. In addition, the safety requirements relating to this SOW as contained in the USACE Manual EM 385-1-1 shall apply. In case of a conflict between the local laws and the requirements of EM 385-1-1, the stringent of the two shall apply. A soft copy of the USACE Manual EM 385-1-1 is available in the following link: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_English_2003.pdf

(j) The Contractor shall prepare and implement a safety and quality management plan specific to the SOW based on hazards analyses of the activities. A copy of the safety management plan shall be provided to the COR for reference. The Contractor shall promptly report all mishaps / accidents at site to the Contracting Officer and COR.

(k) The Contractor shall comply with security requirements and be responsible for conduct of employees and subcontractor at work site.

(l) The Contractor can use the Water and Electricity available at the assigned residence for the Contractor's work. Extension of power and water from the available source/s shall be the responsibility of the Contractor.

(m) The Contractor shall be liable for the damages caused by the Contractor's negligent performance of any of the services furnished under this contract.

(n) The Contractor shall stage materials and tools in a designated location. No tools and materials shall be left in work area at the end of work-day. Keep the work areas clear of hindrances, trip hazards, and unused materials at all times. The Contractor shall be responsible for safe keeping of materials and tools equipment at site.

(o) No cleaning work shall begin at property until required manpower, equipment and cleaning materials associated to the requested cleaning service are 100% available at site. The Contractor shall cordon off the area by keeping appropriate signage before starting cleaning works to avoid mishaps.

(p) Temporary power and water for cleaning work required for the cleaning work shall be provided by the Embassy.

(q) The Contractor shall not damage any property or finished work outside of this SOW. Following completion of cleaning work, the Contractor shall remove signage from site. The Contractor shall repair all damages at the Contractor's expense.

C.5. SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the Contractor's bilingual (English/Hindi/Urdu liaison) Project Coordinator. The Contractor assigned Project Coordinator shall coordinate the performance of the contracted services with the needs of the Government.

The Project Coordinator shall be on duty throughout the normal operating hours of the Embassy listed in Section F.8. The Project Coordinator shall also superintend the performance of the contracted services on Fridays, Saturdays, Sundays, and holidays.

C.6. CONTRACTOR QUALITY CONTROL MANAGEMENT PLAN (CQCMP)

The Contractor shall develop a Contractor-Quality Control Management Plan (C-QCMP) and it is within this plan, the Contractor shall institute an appropriate inspection system that includes:

(a) Develop and maintain checklists of duties to be carried out,

(b) Ensure all materials used for task order repair items are appropriate materials and commercial graded.

(c) Ensure these duties are carried out by the supervisory staff and senior employees, and

(d) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

(e) Ensure to maintain uniqueness on the quality of the installed parts/system with the existing parts/system at each residence, when performing the task order works.

Additionally, the quality control management plan must address how the contractor will ensure quality of service is provided throughout the life of the contract.

The Contractor shall provide copies of all inspection reports to the COR. The Contractor shall promptly correct and impove any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall bring to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

C.7 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory 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 services performed and the supplies furnished for this contract will be inspected from time to time by the COR to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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

Performance Objective	Scope of Work Para	Performance Threshold
Services. Perform all make-ready services set forth in the scope of work.	C.1. thru C.9	All required services are performed and no more than one (1) customer complaint is received per month.

(b) 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.

(c) STANDARD**.** The performance standard is that the Government receives no more than one (1) customer complaint 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 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(d) PROCEDURES.

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

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

(3) 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.

(4) 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.

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

(6) 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.

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

(8) 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.

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to American Embassy, Abu Dhabi as follows:

Contracting Officer,
Embassy of the United States of America,
Plot 38, Sector W59-02,
Old Airport Road, Embassies District Area,
P.O. Box 4009
Abu Dhabi, United Arab Emirates.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of AED 6,000 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

F.2 PERIOD OF PERFORMANCE. The performance period of the contract is from the start date in Notice to Proceed and continuing for 12 months, with four one-year options to renew, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3. DELIVERABLES

The Contractor shall deliver the following items:

Description	Quantity	Delivery Date	Deliver To:
C.6 - Contractor-Quality Control Management Plan	1	Proposal and Update as needed	CO/COR
Work Schedule	1	Within 3days from issuance of task order	COR
H.12.2 – Biographies of Personnel	1	Within 10 days from award	COR
H.3 – Bonds	1	Within 30 days from Award	CO
H.4 – Defense Base Ace (DBA) Insurance/Workmen Compensation Plan (WCP)/Licenses & Permits	1	Within 30 days from award	CO
H.10.1 – Safety Management/Risk Assessment Plan	1	Within 10 days from award	COR
H.7.1 – Waste Disposal Report	1	Last day of each month	FMC/COR

F.4 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the Contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(a) extend the completion date or obligate the Government to do so,

(b) constitute acceptance or approval of any delay, nor

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

F.5 NOTICE OF DELAY

The Contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the Contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective

delay. The Contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.6 NOTICE TO PROCEED

(a) Following receipt from the Contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor shall then begin work.

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

F.7 WORKING HOURS

The Contractor shall perform all work during its normal working hours (0800 to 1700 from Monday through Friday), considering shorter working hours during the month of Ramadan, except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.8 EXCUSABLE DELAYS

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

(l) acts of God or of the public enemy,
(2) acts of the United States Government in either its sovereign or contractual capacity,
(3) acts of the government of the host country in its sovereign capacity,
(4) acts of another contractor in the performance of a contract with the Government,
(5) fires,
(6) floods,
(7) epidemics,
(8) quarantine restrictions,
(9) strikes,
(l0) freight embargoes,
(11) delays in delivery of Government furnished equipment and
(12) unusually severe weather.

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

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

(b) cannot be overcome by reasonable efforts to reschedule the work, and

(c) directly and materially affects the date of final completion of the project.

F.9 POST AWARD CONFERENCE

The Government will hold a post award conference within ten (10) days after contract award at the U.S. Embassy Abu Dhabi to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.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 this contract is a Representative from Facility Management Section (FAC), Abu Dhabi.

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 PAYMENT

G.2.1 GENERAL

The Contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS

The Contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

The Contractor shall send electronic copy of invoices to USMissionUAEInvoices@state.gov marking attention to The Financial Management Officer (FMO). Hard copy invoices will not be accepted. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905. A proper invoice will include the **CLIN** for period of performance and **SubCLIN line item** to codify the line item for which charges for services apply. Any and all payment inquiries shall be sent to Abu Dhabi Disbursing Office at ADDisbursingOffice@state.gov.

G.2.3 PAYMENT TO SUBCONTRACTOR

The Contractor is responsible for making sure subcontractors are paid in accordance with third party agreement.

G.2.4 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the Contractor any amounts necessary to cover:

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

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

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

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

G.2.5. PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

(a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.

(b) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three-day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 TYPE OF BONDS

The Contractor shall furnish:

(1) a performance and/or guaranty bond and/or a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or

(2) comparable alternate performance security approved by the Government such as a letter of credit shown in Section J.

H.3.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds required by Paragraph H.1.1 within ten (10) days after contract award. Failure to submit:

(1) the required bonds other security acceptable to the Government;

(2) bonds from an acceptable surety; or

(3) bonds in the required amount,
may result in rescinding or termination of the contract by the Government.

The Contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

(a) the Contractor's completion of the work within the contract time,

(b) the correction of any defects after completion as required by this contract,

(d) the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and

(e) the satisfaction or removal of any liens or encumbrances placed on the work.

H.3.4 DURATION OF COVERAGE

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

H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

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

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall,

at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

General Liability	
(1) Bodily injury on or off the site in United Arab Emirates Dirham:	
Cumulative	AED 1,000,000.00
(2) Property damage on or off the site in United Arab Emirates Dirham	
Cumulative	AED 1,000,000.00

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.

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 incident 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.

H.4.2 GOVERNMENT AS ADDITIONAL INSURED

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

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

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

H.5 GOVERNING LAW

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

H.6 LANGUAGE PROFICIENCY

The Project Coordinator, assigned by the Contractor to superintend the work on-site required by 52.236-6, "Superintendence by the Contractor" shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the Contractor shall comply with the more stringent of:

(a) the requirements of such laws, regulations and orders; or

(b) the contract.

If a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 EVIDENCE OF COMPLIANCE

Where applicable, the Contractor shall submit proper documentation and evidence of compliance with the terms of the contract.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

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

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

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

H.9 MAINTENANCE OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

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

(b) Vehicular Access. The Contractor shall use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from Occupants. The Contractor shall refer to the Contracting Officer any request received by the Contractor from occupants of existing buildings to change the sequence of work.

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

H.10 SAFETY

H.10. 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General*. The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and

equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

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

(iv) Earth moving equipment;

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

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

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

(viii) Hazardous noise levels.

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

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

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

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

(c) *Subcontracts*. The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification*. The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

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

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

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

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

H.11 RESERVED

H.12 CONTRACTER PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The Contractor shall:

(a) maintain discipline at the site and at all times;

(b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and

(c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

(a) incompetent,

(b) careless,

(c) insubordinate or

(d) otherwise, objectionable, or

(e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and Project Coordinator assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take **45** days to perform. For each individual the list shall include:

(a) Full Name
(b) Place and Date of Birth
(c) Current Address
(d) Identification number

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

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

(1) The names of the manufacturer;
(2) Model number;
(3) Source of procurement of each such product, material or equipment; and
(4) Other pertinent information concerning the:
  (i) Nature,
  (ii) Appearance,
  (iii) Dimensions,
  (iv) Performance,
  (v) Capacity, and
  (vi) Rating

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all items to the site as soon as practicable. The Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but that have not been delivered or secured at the site. The Contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS

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

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The Contractor will not be entitled to

any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.242-14, Suspension of Work.

H.17 FIRM FIXED PRICE ECONOMIC PRICE ADJUSTMENT

Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

SECTION I - CONTRACT CLAUSES

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19	PROHIBITON ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-90 OFFEROR IDENTIFICATION (OCT 2025)

52.204-91 CONTRACTOR IDENTIFICATION (OCT 2025)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)

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

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

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) ALTERNATE I (FEB 1997)

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)

52.225-5 TRADE AGREEMENTS (NOV 2023)

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

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

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

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

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

52.228-11 PLEDGES OF ASSETS (FEB 2021)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)

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

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

52.232-1 PAYMENTS (APR 1984)

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

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (JAN 2017)

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

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

52.232-40 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)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

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

52.236-10 OPERATIONS AND STORAGE (APR 1984)

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

52.236-12 CLEANING UP (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

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

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

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

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.248-3 VALUE ENGINEERING CONSTRUCTION (OCT 2025)

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

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)

52.249-14 EXCUSABLE DELAYS (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

FEDERAL ACQUISITION REGULATION CLAUSES PROVIDED IN FULL TEXT

I.2. 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _date of award_ through _base period and/or option periods, if exercised.

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

(c) A delivery order or task order is considered "issued" when –

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either –

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.3. 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than $500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $5,000;

(2) Any order for a combination of items in excess of To be Determined (TBD); or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) business days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.4. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

I.5. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

I.6. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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)

I.7. 52.228-15 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (JUN 2020)

(a) *Definitions*. As used in this clause-
Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
(1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
(2) *Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.

Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

I.8. 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c)

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

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

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

I.9. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

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

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

I.10. CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

I.11. 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

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

(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)

I.12. 652.215-70 EXAMINATION OF RECORDS

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

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

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

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

I.13. 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

I.14. 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

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

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

(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

(5) 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;

(6) 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,

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

(End of clause)

I.15. 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

I.16. 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Eid Al Fitr
Memorial Day
Arafat Day
Eid Al Adha
Juneteenth Day
Independence Day
Hijri New Year
Labor Day
Prophet's Birthday
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
UAE National Day
Christmas Day

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

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

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

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

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

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

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

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

(End of clause)

I.17. 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

(End of clause)

I.18. 652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS

EXHIBIT 1	LIST OF CURRENTLY HELD RESIDENTIAL PROPERTIES
EXHIBIT 2	SAMPLE TASK ORDER FORM
EXHIBIT 3	LIST OF PROPERTIES REQUIRING MAKE-READY SERVICES IN THE PREVIOUS CALENDAR YEAR
EXHIBIT 4	TECHNICAL SPECIFICATIONS AND CHECKLISTS
EXHIBIT 5	GOVERNMENT FURNISHED PROPERTY
EXHIBIT 6	SAMPLE MONTHLY REPORT FORM
EXHIBIT 7	CONTRACTOR FURNISHED PROPERTY
EXHIBIT 8	SAMPLE BANK LETTER OF GUARANTY
EXHIBIT 9	BREAKDOWN OF PROPOSAL PRICE BY DIVISION AND SPECIFICATION

EXHIBIT 1 - LIST OF CURRENTLY HELD RESIDENTIAL PROPERTIES

Currently, there are total one hundred and fifty-eight (158) numbers of Short Term Lease residences available that require this contract service and this total quantity may vary.

A copy of the list of the available properties with its location details will be handed over to the awardee, after the award of the contract.

EXHIBIT 2 - SAMPLE TASK ORDER FORM

ORDER FOR SUPPLIES OR SERVICES

Page 1 of Pages

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. Date of Order	2. Contract No. (If any)	6. Ship To:
3. Order No.	4. Requisition/Reference No.	a. Name of Consignee
5. Issuing Office (Address Correspondence to)		b. Street Address
7. TO:		c. City / d. State / e. Zip Code
a. Name of Contractor		f. Ship VIA
b. Company Name		8. Type of Order
c. Street Address		[ ] a. PURCHASE REF YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
d. City / e. State / f. Zip Code		[ ] b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
9. Accounting and Appropriation Data		10. Requisition Office

11. Business Classification *(Check appropriate boxes)*

[ ] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED

12. FOB Point	14. Government B/L No.	15. Deliver to F.O.B. Point on or Before (Date)	16.Discount Terms
13. Place of: a. Inspection / b. Acceptance			

17. SCHEDULE

Item No (a)	Supplies or Services (b)	Quantity Ordered(c)	Unit (d)	Unit Price (e)	Amount (f)	Quantity Accepted (g)
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	
					$ -	

See Billing Instruction On Reverse	18. Shipping Point	19.Gross Shipping Weight	20. Invoice No.		17(h) TOT. (Cont. pages)
	21. Mail Invoice To: a. Name			$ -	$ -
	b. Street Address			$ -	17(i) GRAND TOTAL
	c. City	d. State	e. Zip Code		

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed)
	TITLE: Contracting Officer

Optional Form 347

EXHIBIT 3 - LIST OF PROPERTIES REQUIRED MAKE-READY SERVICES IN THE PREVIOUS CALENDAR YEAR

A copy of the list of properties that required services in the previuos year with its location details will be handed over to the awardee(s), after the award of the contract.

EXHIBIT 4 - TECHNICAL SPECIFICATIONS AND CHECKLISTS

RESERVED

EXHIBIT 5 - GOVERNMENT FURNISHED PROPERTY (GFP)

To be provided at the task order level

EXHIBIT 6 - MONTHLY REPORT

Monthly Report for the Month of _____

U.S. EMBASSY, _____

1. Services Requested During the Month:

Task Order	Location/Description	Dates	Status

2. Other Notes (include task order number):

A. Problems Encountered:

_____
_____
_____
_____
_____
_____
_____
_____
_____

B. Recommendations:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Signed by_____ Date _____

EXHIBIT 7 - CONTRACTOR FURNISHED PROPERTY

To be provided at the task order level

EXHIBIT 8 - SAMPLE LETTER OF BANK GUARANTY

Place **[ ]**
Date **[ ]**

Contracting Officer
U.S. Embassy, Abu Dhabi
PO Box 4009, Abu Dhabi, U.A.E.

Letter of Guaranty No**.** _____

SUBJECT: Performance and Guaranty

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

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

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

_____-

Depository Institution:
Address: Location: _____
Representative(s): _____ _____ State of Inc.: _____

_____ _____ Corporate Seal:
_____ _____

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

EXHIBIT 9 - UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) Division/Description	**(2) Labor**	**(3) Materials**	**(4) Overhead**	**(5) Profit**	**(6) Total**
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL:					

Allowance Items:

PROPOSAL PRICE TOTAL: AED

Alternates (list separately; do not total):

Offeror: _____ ***Date*** _____

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 subparagraphs (a)(1) through (a)(3) above; or

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

(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.

(b) 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 this contract imposed by 31 USC 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)

(a) *Definition*. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with 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), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

K.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS' REPRESENTATION (NOV 2015)

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

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

(c) Representation. The Offeror represents that.

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

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

K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)

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

(i) The Offeror and/or any of its Principals–

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

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

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

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

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

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

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

(2) *Examples*.

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.5 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).

(f) *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. 6. 52.204-90 OFFEROR IDENTIFICATION (OCT 2025)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

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

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:
(1) Taxpayer identification number (TIN)
□ TIN: _____;
□ TIN has been applied for; or
□ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government; or
□ Offeror is an agency or instrumentality of the Federal Government.
(2) *Type of organization.*
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
□ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4; or
□ Other.
(3) *Common parent.*
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
□ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil

Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—
(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."
(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

K.7. 52.204-91 CONTRACTOR IDENTIFICATION (OCT 2025)

Definitions. As used in this clause—
Commercial and Government Entity code means—
(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.
(b) *Unique entity identifier (UEI)*. The Contractor shall ensure that its UEI is maintained throughout the life of the contract.
(c) *Commercial and Government Entity (CAGE) code*. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	**Then…**
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

K.8. 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (JAN 2026)

(a) *Definitions.* As used in this provision—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

K.9. 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (JAN 2026)

(a) *Definitions.* As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.
(1) *Certain telecommunications and video surveillance equipment, systems, or services*.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) *Office of Foreign Assets Control Restrictions*.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) *Iran prohibitions*.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) *Governmentwide exclusion and removal orders*.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design,

fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) *New FASCSA orders report*.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The

Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

K. 10. 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JAN 2026)

Basic Safeguarding of Covered Contractor Information Systems
(a) Definitions. As used in this clause—
Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
Federal contract information—
(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) *Safeguarding requirements*.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

K.11 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____
Address:

_____

_____

Telephone No.: _____

K.12 652.225-70 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.13 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:	
Address:	
Telephone Number:	

K.14 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

(1) It [__]is [__]is not a foreign person; and

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

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

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

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

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance

with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

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

(End of provision)

K.15 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

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

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

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

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

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)
52.237-1	SITE VISIT (APR 1984)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price indefinite-delivery indefinite-quantity contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 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

Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Embassy of the United States of America, 6010 Abu Dhabi Place, Washington, DC, 20521.

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

(End of provision)

L.3 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

(1) Obtaining a complete set of contract drawings and specifications;

(2) Thoroughly reviewing such documents and understanding their requirements;

(3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

(4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY on written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following digitally separate volumes:

Volume	Title	No. of Copies*
1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K -	Soft copy

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.

2	Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS. The price proposal shall include a completed Section J, Exhibit 9, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS."	Soft copy
3	Business Management/Technical Proposal.	Soft copy

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF-1442).

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

Proposals must be submitted by July 8, 2026, at 4:00 pm (local time). Late submissions will not be considered. All proposals must be in English, and incomplete submissions will not be accepted. Submit your proposal electronically to AbuDhabiContracts@state.gov, with a copy to JohnJM@state.gov, using the subject line "Proposal Enclosed – Solicitation No. 19TC1026R0003". Proposals must be in PDF and not exceed 10MB in size. If your submission exceeds 10MB, divide it into separate files and send each file in a separate email, ensuring each email remains under 10MB.

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete Blocks 14 through 20C of the SF-1442 and all of Section K.

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Exhibit 9, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.4.3.3 Volume III: Business Management/Technical Proposal.

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

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror

(2) Submit resume of the Project Coordinator who shall have minimum five years of continuous experience relevant to the requested residential building maintenance services.

(3) Evidence that the offeror operates an established business in UAE with a permanent address and telephone listing for the past seven (7) years at a minimum. Submit a copy of valid commercial license of your company issued by the local government.

(4) Provide proof of active SAM registration including the SAM Unique Entity Identification (UEI) number and CAGE Code.

(5) Provide following information for at-least ten (10) residential building maintenance services completed by your company in the past five (5) years in the UAE with the similar or more volume of the tasks in premises, demonstrating prior experience with relevant past performance information and references.

Following information must be submitted for each contract for the last five (5) years:

(a) Date of contract awarded.
(b) Date of completion of contract:
(c) Place of performance:
(d) Value of contract:
(e) Contact name of the client:
(f) Contact Telephone or cell numbers:
(g) Contact email addresses:
(h) Brief the type of service/work performed.

Notes:

i. At least two (2) numbers of residential building maintenance experiences each year starting from year 2020 and continuing to have it till present.
ii. Offerors who has residential building maintenance experiences only will be considered.
iii. Building maintenance contract with at-least twelve (12) month period shall be considered as one number of experience and required to provide ten (10) numbers of full-time residential building maintenance contracts in total.
iv. 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 offerors:

- 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).

(i) Comparability to the work under this solicitation

(j) Brief discussion of any major technical problems and their resolution;

(k) Method of acquisition (fully competitive, partially competitive, or non-competitive), and the basis for award (cost/price, technical merit, etc.)

(l) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(m) Percent turnover of contract key technical personnel per year; and

(n) Any terminations (partial or complete) and the reason (convenience or default).

(6) Provide a Contractor's Quality Control Management Plan (C.6) addressing quality of service to be provided during the life of the contract and the requirements identified in the IDIQ base contract.

(7) Submit the following information as a part of evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work.

(a) Confirm that the requested residential building maintenance services will be performed by the offeror's personnel and will not be sub-contracted out.
(b) How many technicians and Project Coordinators (who are trained and experienced) are available in your company to perform the requested work?
(c) Submit a resume of the proposed building maintenance Project Coordinator. The resume must include details with his seven (7) years of continuous building maintenance supervisory experience at a minimum.
(d) Submit a resume for each proposed technician. The resume must include details of his three years of their continuous residential maintenance work experience at a minimum.
(e) Submit an audited financial statement for the last three years (year 2022 to 2024) as minimum.

(8) Provide Recruitment and Housing Plans as per the details given below.
a) Housing Plan must include:

i. A statement by offeror whether housing allowance is provided to its staff.
ii. A copy of worker's camp lease agreement that meets the UAE labor accommodation standards.

L.5 52.237-1 SITE VISIT (APR 1984)

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

(End of Provision)

L.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on June 18, 2026 at 09:30 am at the U.S. Embassy Abu Dhabi, United Arab Emirates. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

L.7 652.206-70 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/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD 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, Management Counselor , at +971-2-414-2334 . 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.8 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 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 nonresponsible.

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 employee 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* means 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 M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

The Government intends to award multiple IDIQ contract(s) resulting from this solicitation to the lowest priced, technically acceptable offeror(s) who is/are responsible contractor(s). The Government, however, may conduct negotiations, if it is determined that negotiations are in the best interest to the Government. 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 the contents of each required volume, as specified in Section L. The Government [*shall*] eliminate offerors that do not comply to the solicitation requirement and instructions.

(b) Technical Acceptability

After the initial evaluation, the Government will review proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project coordinator is acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 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) 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. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award will go to the lowest priced, technically acceptable, responsible offeror(s), whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award based on initial offer, without discussions. However, the Government reserves the right to negotiate with offerors if the CO determines it is in the best interest to the Government.

M.2 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

(End of provision)